

# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 28]

नई दिल्ली, शनिवार, जुलाई 11, 1992/आषाढ़ 20, 1914

No. 28]

NEW DELHI, SATURDAY, JULY 11, 1992/ASADHA 20, 1914

इस भाग में भिन्न पृष्ठ संख्या की जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as  
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than  
the Ministry of Defence)

कार्मिक, लोक निकाय तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 26 जून, 1992

क्र.आ. 1809.—भारत सरकार, कार्मिक तथा प्रशिक्षण विभाग के दिनांक 17-8-1982 के आदेश संख्या 22S/27/92-ए.पी.सी.-II के अधिक्रमण में तथा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा राजस्थान, सरकार के परामर्श से उनकी दिनांक 25 जून, 1992 की अधिसूचना संख्या 24(3) गृह(जी.आर. 5)/92 द्वारा दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा क्षेत्राधिकारों की पुलिस स्टेशन कुम्हार जिला भरतपुर में दर्ज निम्नलिखित मानकों के मानकों में दर्शाए गए अपराधों अथवा उपर्युक्त मानकों के समान तथ्यों के परिणामस्वरूप की गई कार्रवाई के दौरान लिए गए किसी अन्य सहायकों को आब के लिए समस्त राजस्थान राज्य तक वृद्धि करती है:—

1. संख्या 219/92 भा.सं. 147, 148, 149, 323, 342, 379  
और 307 के अधीन

2. संख्या 220/92 भा.सं. 147, 148, 149, 323, 427, 336  
और पी.पी.पी.पी. की धारा 3 के अधीन

3. संख्या 222/92 भा.सं. 147, 148, 149, 323, 307 के तहत

4. संख्या 224/92 भा.सं. 147, 148, 149, 307, 395, 427  
के तहत

5. संख्या 224/92 भा.सं. 147, 148, 149, 323, 307, 336,  
427 तथा धारा 3 अनु-जाति/अनु-जनजाति अधिनियम की धारा 3 के तहत।

6. संख्या 225/92 भा.सं. की धारा 436 तथा अनु-जाति/अनु-जनजाति  
अधिनियम की धारा 3 के तहत।

7. संख्या 226/92 भा.सं. की धारा 307 तथा विस्फोटक अधिनियम  
की धारा 4, 5 और 6 के तहत।

8. संख्या 227/92 भा.सं. अधिनियम की धारा 4 और 5 के तहत

9. संख्या 210/92 भा.सं. की धारा 341, 323 के तहत।

10. संख्या 211/92 भा.सं. की धारा 147, 148, 149, 336, 427  
के तहत।

11. संख्या 228/92 विस्फोटक अधिनियम की धारा 4, 5 और 6 के तहत।
12. संख्या 229/92 भा.द.सं. की धारा 147, 148, 149, 307, 302, 323, 436, 427 तथा अनुसूचित जाति/जनजाति अधिनियम की धारा 3 के तहत।
13. संख्या 230/92 भा.द.सं. की धारा 147, 148, 435, 436, 427 तथा अनुसूचित जाति/अनुसूचित जनजाति अधिनियम की धारा 3 के तहत।
14. संख्या 231/92 भा.द.सं. की धारा 147, 148, 149, 323, 436, 427, 302 तथा अनुसूचित जाति/अनुसूचित जनजाति अधिनियम की धारा 3 के तहत।
15. संख्या 232/92 की धारा 452, 354, 323 तथा अनुसूचित जाति/अनुसूचित जनजाति अधिनियम की धारा 3 के तहत।
16. संख्या 641/92 भा.द.सं. की धारा 341/323 तथा अनुसूचित जाति/अनुसूचित जनजाति अधिनियम की धारा 3 के अधीन पुलिस स्टेशन कोतवाली, जिला भरतपुर में दर्ज।

अथवा उपर्युक्त मामलों के समान तथ्यों के परिणामस्वरूप की गई कार्रवाई के दौरान किए गए किसी अन्य अपराध।

केन्द्रीय सरकार, राजस्थान राज्य सरकार की सहमति से उपर्युक्त अधिसूचना द्वारा दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा सेवाधिकार की, अनुसूचित जाति एवं अनुसूचित जनजाति (अत्याचार निरोध) अधिनियम 1989 की धारा 3 तथा विस्फोटक पदार्थ अधिनियम, 1908 की धारा 4, 5 और 6 के अन्तर्गत उपरोक्त मामलों में किए गए अपराधों की जांच के लिए समस्त राजस्थान राज्य में वृद्धि करती है।

[सं. 228/27/92-ए.वी.डी. (ii)]

ए. सी. शर्मा, अवर सचिव

## MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

### ORDER

New Delhi, the 26th June, 1992

S.O. 1809.—In supersession Government of India Department of Personnel and Training Order No. 228/27/92-AVD.II dated 17-6-1992 and in exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Rajasthan Notification No. 24(3) Home (Gr. 5)/92 dated 25th June, 1992 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Rajasthan for investigation of the following offences noted against case numbers registered at Police Station Kumher District Bharatpur.

1. No. 219/92 under section 147, 148, 149, 323, 342, 379, and 307 Indian Penal Code.
2. No. 220/92 under section 147, 148, 149, 323, 427, 336 Indian Penal Code and under section 3 PDPP Act.
3. No. 222/92 under 147, 148, 149, 323, 307 Indian Penal Code.
4. No. 223/92 under section 147, 149, 307, 395, 427 Indian Penal Code.

5. No. 224/92 under section 147, 148, 149, 323, 307, 336, 427 Indian Penal Code and section 3 SC/ST Act.
6. No. 225/92 under section 436 Indian Penal Code and 3 SC/ST Act.
7. No. 226/92 under section 307 Indian Penal Code and 4, 5 and 6 of Explosives Act.
8. No. 227/92 under section 4 and 5 of Explosives Act.
9. No. 210/92 under section 341, 323 Indian Penal Code.
10. No. 211/92 under section 147, 148, 149, 336, 427 Indian Penal Code.
11. No. 228/92 under section 4, 5 and 6 of Explosives Act.
12. No. 229/92 under section 147, 148, 149, 307, 302, 323, 436, 427 Indian Penal Code and 3 of SC/ST Act.
13. No. 230/92 under section 147, 148, 435, 436, 427 Indian Penal Code and 3 of SC/ST Act.
14. No. 231/92 under 147, 148, 149, 323, 436, 427, 302 Indian Penal Code and 3 of SC/ST Act.
15. No. 232/92 under section 452, 354, 323 Indian Penal Code and 3 of SC/ST Act.

AND

16. No. 641/92 under section 341/323 Indian Penal Code and 3 of SC/ST Act registered at Police Kotwali District Bharatpur.

or any other offences committed in the course of same transactions arising out of the said cases.

2. The Central Government with the consent of the State Government of Rajasthan vide notification referred above also extends the powers and jurisdiction of the members of Delhi Special Police Establishment for the investigation of offences under section 3 of the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Act, 1989 as well as for the offences under section 4, 5 and 6 of the Explosive Substances Act 1908 throughout the State of Rajasthan in connection with the cases noted above.

[No. 228/27/92-AVD.II]

A. C. SHARMA, Under Secy.

चित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 2 जून, 1992

का.प्र. 1810.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "तमिलनाडु क्रिकेट एसोसिएशन, मद्रास" को 1992-93 से 1994-95 तक के कर-निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (1) कर-निर्धारिती उसकी आय का हस्तेमाल अथवा उसकी आय का हस्तेमाल करने के लिए उसका संवयन हेतु उक्त खंड (23) द्वारा यथा-संशोधित धारा 11 की उप-धारा (2) तथा 3 के उपबंधों के अनुरूप पूर्णतया तथा अनन्यतया इन शर्तों के लिए करेगा।

- (ii) कर-निर्धारिता ऊपर उल्लिखित कर-निर्धारण वर्षों से संगत पूर्व वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खंड (23) के तीसरे परन्तुक के अधीन बॉर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) कर-निर्धारिता अपने सदस्यों को किसी भी तरीके से अपनी आय के किसी भाग का संवितरण अपने से संबंध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा और
- (iv) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिता के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-गुस्तिकाएँ नहीं रखी जाती हों।

[अधिसूचना सं. 9037/फा. सं. 196/15/91/आयकर नि. 1]

केशव देव, उप सचिव

## MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 2nd June, 1992

S.O. 1810.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Tamil Nadu Cricket Association, Madras" for the purpose of the said clause for the assessment years 1992-93 to 1994-95 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of section 11 as modified by the said clause (23) for such accumulation, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third proviso to the aforesaid clause (23) for any period during the previous year(s) relevant to the assessment year(s) mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9037/F. No. 196/15/91IT. A.I.]  
KESHAV DEV, Dy. Secy.

नई दिल्ली 3 जून, 1992

का.आ. 1811.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "पूना डिस्ट्रिक्ट खंड मेट्रोपोलिटन बैडमिंटन एसोसिएशन, पूना" को 1990-91 से 1992-93 तक के कर-निर्धारण वर्षों के लिए,

निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करता है, अर्थात् :—

- (i) कर-निर्धारिता उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उक्त संचयन इस प्रकार के संचयन हेतु उक्त खंड (23) द्वारा यथा संशोधित धारा 11 की उपधारा (2) तथा (3) के उपबंधों के अनुरूप पूर्णतया तथा अतन्पतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारिता ऊपर उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढग अथवा तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खंड (23) के तीसरे परन्तुक के अधीन बॉर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) कर-निर्धारिता अपने सदस्यों को किसी भी तरीके से अपनी आय के किसी भाग का संवितरण अपने से संबंध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा और
- (iv) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिता के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-गुस्तिकाएँ नहीं रखी जाती हों।

[अधिसूचना सं. 9044/फा.सं. 196/6/89-आयकर नि. 1]

केशव देव, उप सचिव

New Delhi, the 3rd June, 1992

S.O. 1811.—In exercise of the powers conferred by clause (23), of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Poona District & Metropolitan Badminton Association, Poona" for the purpose of the said clause for the assessment years 1990-91 to 1992-93 subject to the following condition namely :—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of section 11 as modified by the said clause (23) for such accumulation, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third proviso to the aforesaid clause (23) for any period during the previous year(s) relevant to the assessment year(s) mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9044/F. No. 196/6/89-IT. A.I.]  
KESHAV DEV, Dy. Secy.

नई दिल्ली, 3 जून, 1992

का.प्र. 1812.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "बम्बई क्रिकेट एसोसिएशन, बम्बई" को 1990-91 से 1992-93 तक के कर निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अध्वर्षित रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करता है, यथा:-

- (i) कर-निर्धारित उनकी आय का हतेमाल अथवा उसकी आय का हतेमाल करने के लिए उक्त संचयन इस प्रकार के संचयन हेतु उक्त खंड (2) द्वारा यथा-संशोधित धारा 11 की उपधारा (2) अथवा (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यथा उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारित ऊपर-उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किन्हीं भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किन्हीं एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उक्त निधि (जेवर-जवाहरात, फर्निचर अथवा किन्हीं अन्य वस्तु, जिसे उपर्युक्त खंड (2) के तत्परपरन्तु के अधीन बॉर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) कर-निर्धारित अपने सदस्यों को किन्हीं भी तरीकों से अपनी आय के किन्हीं भाग का संचयन अथवा से संबद्ध किन्हीं एंजो-सिशन अथवा संस्था का अनुदान के अथवा नहीं करेगा, और
- (iv) अतिरिक्त किन्हीं ऐसी आय के संबंध में जांच नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिवांश हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारित के उद्देश्यों के लिए प्रांतिक नहीं है तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिका नहीं रखा जाता हो।

[अधिसूचना सं. 9043/का.सं. 196/18/91-आयकर नि-1]  
केशव देव, उप सचिव

New Delhi, the 3rd June, 1992

S.O. 1812.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Bon-bay Cricket Association, Bombay" for the purpose of the said clause for assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of section 11 as modified by the said clause (23) for such accumulation, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third proviso to the aforesaid clause (23) for any period during the previous year(s) relevant to the assessment year(s) mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and

(iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9043/F. No. 196/18/91-IT.A.I]  
KESHAV DEV, Dy. Secy.

नई दिल्ली, 10 जून, 1992

का.प्र. 1813.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "द तमिलनाडु टेनिस एसोसिएशन, मद्रास" को कर-निर्धारण वर्षों 1992/93 से 1994/95 तक के लिए निम्नलिखित शर्तों के अध्वर्षित रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करता है यथा:-

- (i) कर-निर्धारित उनकी आय का हतेमाल अथवा उसकी आय का हतेमाल करने के लिए उक्त संचयन इस प्रकार के संचयन हेतु उक्त खंड (2) द्वारा यथा-संशोधित धारा 11 की उपधारा (2) तथा (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यथा उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारित ऊपर-उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किन्हीं भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किन्हीं एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उक्त निधि जेवर-जवाहरात फर्निचर अथवा किन्हीं अन्य वस्तु, जिसे उपर्युक्त खंड (2) के तत्परपरन्तु के अधीन बॉर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) कर-निर्धारित अपने सदस्यों को किन्हीं भी तरीकों से अपनी आय के किन्हीं भाग का संचयन अथवा से संबद्ध किन्हीं एंजो-सिशन अथवा संस्था का अनुदान के अथवा नहीं करेगा, और
- (iv) यह अधिसूचना किन्हीं ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिवांश हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारित के उद्देश्यों के लिए प्रांतिक नहीं है तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिका नहीं रखा जाता हो।

[अधिसूचना सं. 9043/का.सं. 196/18/92-आयकर नि. 1]

केशव देव, उप सचिव

New Delhi, the 10th June, 1992

S.O. 1813.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Tamil Nadu Tennis Association, Madras" for the purpose of the said clause for the assessment years 1992-93 to 1994-95 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of section 11 as modified by the said clause (23) for such accumulation, wholly and exclusively to the objects for which it is established;

- (ii) the assessee will not invest or deposit its funds [other than voluntary contributions revised and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third proviso to the aforesaid clause (23)] for any period during the previous year(s) relevant to the assessment year(s) mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9045/F. No. 196/5/92-IT.A.]  
KESHAV DEV, Dy. Secy.

आदेश

नई दिल्ली, 9 जून, 1992

स्टाम्प

का.प्र. 1814.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उन शुल्क को माफ करती है जो दामोदर घाटी निगम, कलकत्ता द्वारा जारी किए जाने वाले मास बीसी करों के मूल्य के प्राइवेट प्रेसनेट के आधार पर ऋण पत्रों के रूप में बांंटों पर उक्त अधिनियम के अन्तर्गत प्रसार्य ।

[सं. 8/92 स्टाम्प/का.सं. 33/15/92-वि.क.]

आत्मा राम, प्रवर सचिव

ORDER

New Delhi, the 9th June, 1992

STAMPS

S.O. 1814.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the form of debentures on private placement basis to the value of two hundred crores of rupees only to be issued by the Damodar-Valley Corporation, Calcutta are chargeable under the said Act.

[No 8/92-Stamp-F. No. 33/15/92-ST]  
ATMA RAM, Under Secy.

आदेश

नई दिल्ली, 9 जून, 1992

स्टाम्प

का.प्र. 1815.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उन शुल्क को माफ करती है जो आवास तथा सहरी विकास निगम लि., नई दिल्ली द्वारा जारी किए जाने वाले मास बीसी करों के मूल्य के "12% ऋणपत्र—2012-XXXIX श्रृंखला" के रूप में बांंटों पर उक्त अधिनियम के अन्तर्गत प्रसार्य ।

[सं. 7/92 स्टाम्प का. सं. 33/5/92 वि. क.]

आत्मा राम, प्रवर सचिव

ORDER

New Delhi, the 9th June, 1992

STAMPS

S.O. 1815.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of "12% Debentures—2012-XXXIX Series" to the value of forty-two crores of rupees, only to be issued by the Housing and Urban Development Corporation Limited, New Delhi are chargeable under the said Act.

[No. 7/92-Stamp-F. No. 33/5/92-ST]

ATMA RAM, Under Secy.

आदेश

नई दिल्ली, 10 जून, 1992

का. प्र. 1816.—भारत सरकार के संयुक्त सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अर्धीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अर्धीन आदेश का. सं. 673/37/92—सं. शु. -8 शरीख 12-2-92 यह निदेश देते हुए जारी किया था कि श्री चरण सिंह उक्त धीरे जो पुनर्मा चलवत सिंह, एस-241, ग्रेटर कैलाश-2, नई दिल्ली की निष्कट कर लिया जाए और केन्द्रिय कारागार, सिहाब में अभिरक्षा में रखा जाए ताकि उसे ऐसे किसी भी कार्य को करने से रोका जा सके जो कि विदेशी मुद्रा के संवर्धन के लिए हानिकारक हो ।

2. केन्द्रिय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपराध को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सका;

3. अतः अब केन्द्रिय सरकार, उक्त अधिनियम, की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देता है कि पूर्वोक्त व्यक्ति इस आदेश के शासकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के समक्ष हजरि हों ।

[का. सं. 673/37/92—सं. शु. -8]

जे. एल. साव्नी, प्रवर सचिव

ORDER

New Delhi, the 10th June, 1992

S.O. 1816.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974), issued order F. No. 673/37/92-CUS.VIII dated 12-2-1992 under the said sub-section directing that Shri Charan Singh @ Veerji, S/o Shri Balwant Singh, R/o M-241, Greater Kailash-II, New Delhi be detained and kept in custody in the Central Jail, Tihar with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange in future;

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the official Gazette.

[F. No. 673/37/92-CUS. VIII]

J. L. SAWHNEY, Under Secy.

आदेश

नई दिल्ली, 10 जून, 1992

का. आ. 1817.—भारत सरकार के संयुक्त सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अर्थात् विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अर्थात् आदेश का. सं. 673/48/91—सी.यू.-8 तारीख 18-2-92 यह निदेश देते हुए जारी किया था कि श्री अनूप सिंह रफ परविन्दर सिंह पुत्र श्री हरि सिंह, निवासी जे—5/56, राजौरी गार्डन, नई दिल्ली।

को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, तिहाड़ में अभिरक्षा में रखा जाए ताकि उसे ऐसे किसी भी कार्य को करने से रोका जा सके जो कि विदेशी मुद्रा के संवर्धन के लिए हानिकारक हो।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके;

3. घतः अब केन्द्रीय सरकार, उक्त अधिनियम, की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के प्रासंगिक राजपत्र के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के समक्ष हाजिर हों।

[का. सं. 673/48/91—सी.यू.-8]

जे. एन. साहनी, अवर सचिव

## ORDER

New Delhi, the 10th June, 1992

S.O. 1817.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974), issued under F.No. 673/48/91-CUS.VIII dated 18-2-1992 under the said sub-section that Shri Anoop Singh @ Parvinder Singh, son of Hari Singh, r/o, J-5/56, Rajouri Garden, New Delhi be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange;

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of the power conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the official Gazette.

[F. No. 673/48/91-CUS-VIII]

J. L. SAWHNEY, Under Secy.

आदेश

नई दिल्ली, 24 जून, 1992

स्टाम्प

का. आ. 1818.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा मोदीपॉन लिमिटेड, जिला गजियाबाद, उत्तर प्रदेश, की केवल चार लाख पचास हजार रुपये का असेकित स्टाम्प शुल्क का भुगतान करने की अनुमति प्रदान करती है जो

कि उक्त कम्पनी के द्वारा जारी किए जाने वाले मात्र छः करोड़ रुपये के तीसरी खपट वाले असेकित मूल्य के 5,00,001 से 11,00,000 विधिष्ट संख्या वाले 14% प्रतिशत असेकित अविविध ऋण पत्रों पर स्टाम्प शुल्क के रूप में प्रभावी है।

[सं. 10/92-स्टाम्प का. सं. 33/33/92-वि.क.]

ठाकुर दत्त, अवर सचिव

## ORDER

New Delhi, the 24th June, 1992

## STAMPS

S.O. 1818.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Modipon Limited, District Ghaziabad, Uttar Pradesh, to pay consolidated stamp duty of rupees four lakh fifty thousand only, chargeable on account of the stamp duty on 14% Secured Non-Convertible Debentures bearing distinctive numbers 5,00,001 to 11,00,000 of the face value of rupees one hundred each of the aggregate value of rupees six crores only to be issued by the said company.

[No. 10/92-Stamp F. No. 33/33/92-ST]

THAKUR DATT, Dy. Secy.

(बैंकिंग प्रभाग)

नई दिल्ली, 19 जून, 1992

का. आ. 1819.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उपधारा (2) के साथ पठित उसकी उपधारा (1) के खण्ड (क) और धारा 7 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श से एतद्द्वारा श्री पी. कोटैया, वर्तमान प्रबंध निदेशक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक की अपनी कार्यभार संभालने की तारीख से पांच वर्ष की अवधि के लिए राष्ट्रीय कृषि और ग्रामीण विकास बैंक के निदेशक मंडल का अध्यक्ष नियुक्त करती है।

[सं. एक 7/12/91-सी. ओ. 1]

एम. एस. मोतारामन, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 19th June, 1992

S.O. 1819.—In pursuance of clause (a) of sub-section (1) of section 6 read with sub-section (2) thereof and sub-section (1) of section 7 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981) the Central Government, in consultation with the Reserve Bank of India, hereby appoints Shri P. Koriah, presently Managing Director, National Bank for Agriculture and Rural Development as the Chairman of the Board of Directors of the National Bank for Agriculture and Rural Development for a term of five years from the date of his taking charge.

[No. 7/12/91-B.O.I.]

SEETHARAMAN, Under Secy.

नई दिल्ली, 22 जून, 1992

का. आ. 1820.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपखण्ड) स्कीम, 1980 के खण्ड 5 के उपखण्ड (1), खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के साथ परामर्श करने के पश्चात्,

एतद्द्वारा विजया बैंक के वर्तमान कार्यपालक निदेशक श्री के. शिवारामन शेटी को उनके द्वारा कार्यभार ग्रहण करने की तारीख से तथा 30-6-1992 तक को अवधि के लिए विजया बैंक के अध्यक्ष एवं प्रबन्ध निदेशक के रूप में नियुक्त करती है।

[संख्या एफ. 9/1/92—बी.ओ.-I]

एम. एस. सीतारामन, अवर सचिव

New Delhi, the 22nd June, 1992

S.O. 1820.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 5, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. Shivaram Shetty, presently Executive Director of the Vijaya Bank, as the Chairman and Managing Director of the Vijaya Bank for the period from the date of his taking charge and upto 30th June, 1992.

(F. No. 9/1/92-B.O.I)

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 23 जून, 1992

का.आ. 1521.—भारतीय स्टेट बैंक (अनुषंगी बैंक अधिनियम, 1959 (1959 का 38) की धारा 25 की उप धारा (1) के खण्ड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली में अवर सचिव श्री बी. पी. भारद्वाज को श्री एम. के. कुट्टि के स्थान पर स्टेट बैंक ऑफ़ त्रावणकोर के निदेशक के रूप में नियुक्त करती है।

[संख्या 9/41/91- बी. ओ. I]

एम. एस. सीतारामन, अवर सचिव

New Delhi, the 23rd June, 1992

S.O. 1821.—In exercise of the powers conferred by clause (e) of sub-section (1) of section 25 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government hereby nominates Shri V. P. Bhardwaj, Under Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi, as Director of State Bank of Travancore vice Shri M. K. M. Kutty.

[No. 9/41/91-B.O.I.]

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 4 जून, 1992

का. आ. 1823.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उदाहरण अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की शक्यता है।

अतः, अथ, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आरथ की सूचना देती है;

इस अधिसूचना के अधीन आने वाले रेखांक सं. सी—1(ई)III/जे जे आर/503 तारीख 30 दिसम्बर, 1991 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कॉल एस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र के कार्यालय में या कलकत्ता, जम्शेदपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, कार्गिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हिलब्रद सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्ट और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी, वेस्टर्न कोलफील्ड्स लिमिटेड, कॉल एस्टेट, सिविल लाइन्स नागपुर-440001 को भेजेंगे।

शुद्धि-पत्र

नई दिल्ली, 27 मई, 1992

का. आ. 1822.—भारत के राजपत्र, तारीख 1 दिसम्बर, 1990 के भाग 2, खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 5143 से 5144 पर प्रकाशित भारत सरकार के ऊर्जा विभाग (कोयला विभाग) की अधिसूचना का. आ. 3228 दिनांक 1-2 नवम्बर, 1990 में:—  
पृष्ठ क्र. 5144

तालिका में ग्राम स्तंभ के नीचे—

क. सं. 1— “पोलाली काला” के स्थान पर “पोलालीकला” पढ़ें और जहाँ कहीं भी “पोलाली काला” शब्द प्रयुक्त हुआ हो, उसके स्थान पर “पोलालीकला” पढ़ें।

क. सं. 3— “सेला” के स्थान पर “सैला” पढ़ें और जहाँ कहीं भी “सेला” शब्द प्रयुक्त हुआ हो, उसके स्थान पर “सैला” पढ़ें।

क. सं. 4— “मदान” के स्थान पर “मदन” पढ़ें और जहाँ कहीं भी “मदान” शब्द प्रयुक्त हुआ हो, उसके स्थान पर “मदन” पढ़ें।

क. सं. 9— “रंगोल” के स्थान पर “रंगोले” पढ़ें और जहाँ कहीं भी “रंगोल” शब्द प्रयुक्त हुआ हो, उसके स्थान पर “रंगोले” पढ़ें।

तहसील स्तंभ के नीचे—

क. सं. 1— “कटघोडा” के स्थान पर “कटघोरा” पढ़ें और जहाँ कहीं भी “कटघोडा” शब्द प्रयुक्त हुआ हो, उसके स्थान पर “कटघोरा” पढ़ें।

क्षेत्र हेक्टर में, स्तंभ के नीचे—

क. सं. 2— “229.509” के स्थान पर “259.509” पढ़ें।

क. सं. 4— “539.496” के स्थान पर “539.406” पढ़ें।

सीमा वर्णन में, रेखा ख-ग में—

पंक्ति 1— “डमरकच्छार” के स्थान पर “डमरकच्छार” पढ़ें।

“पूर्वी” के स्थान पर “पूर्वी” पढ़ें।

रेखा घ-ड ब में,

पंक्ति 1— “ग्राम” के स्थान पर “ग्राम” पढ़ें।

पंक्ति 2— “ग्राम” के स्थान पर “ग्राम” पढ़ें।

[सं. 43015/17/90-एन एच डब्ल्यू]

बी. जी. राज, अवर सचिव

## अनुसूची

तेलवासा विस्तार ब्लॉक

बबानी क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

रेखांक नं. सी—1(ई) III जे जे धार/503 तारीख 30 दिसम्बर, 1991

क्र.सं.	ग्राम का नाम	पटवारी संक्रियण नं.	तहसील	जिला	क्षेत्र (हेक्टरों में)	टिप्पण
1	चारगांव	28	भद्रावती	चन्द्रपुर	80.05	भाग
योग : 80.05 हेक्टर (लगभग)						
या 197.81 एकड़ (लगभग)						

सीमा वर्णन :

क-ख	रेखा बिन्दु 'क' से आरम्भ होकर, तेलवासा और चारगांव ग्रामों की सम्मिलित सीमा के साथ-साथ चलती हुई चन्द्रवासा, तेलवासा और चारगांव ग्रामों के मध्यस्थल पर बिन्दु 'ख' पर मिलती है।
ख-ग	रेखा चोखवासा और चारगांव ग्रामों की सम्मिलित सीमा के साथ-साथ चलते हुए बिन्दु 'ग' पर मिलती है।
ग-घ-ङ-च	रेखा, चारगांव ग्राम में से गुजरकर बिन्दु 'घ' पर मिलती है।
च-क	रेखा, वर्षा नदी की पूर्वी सीमा के साथ-साथ चारगांव ग्राम में से गुजरकर आरम्भिक बिन्दु 'क' पर मिलती है।

[सं. 43015/1/92-एल एस डब्ल्यू]

जी. बी. राव, अवर सचिव

## MINISTRY OF COAL

New Delhi, the 4th June, 1992

S.O. 1823.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing No. C-1(E) III/JJR/503 dated the 30th December, 1991 of the area covered by this notification can be inspected at the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) or at the Office of the Collector, Chandrapur (Maharashtra) or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001, within ninety days from the date of publication of this notification.

THE SCHEDULE  
TELWASA EXTENSION BLOCK  
WANI AREA

DISTRICT CHANDRAPUR (MAHARASHTRA)

Plan No. C-1(E)/III/JJR/503 dated the 30th December, 1991

Sl. No.	Name of village	Potwari Circle Number	Tahsil	District	Area in hectares	Remarks
1.	Charagon	28	Bhadrawati	Chandrapur	80.05	Part
Total :					80.05 hectares (approximately) or 197.81 acres (approximately)	

## Boundary Description :

- A—B :** Line start from point 'A' and passes along the common boundary of villages Telwasa and Chargaon and meets on junction point of villages Dhorwasa, Telwasa and Chargaon at point 'B'.
- B—C :** Line passes along the common boundary of villages Dhorwasa and Chargaon and meets at point 'C'.
- C—D—E—F :** Line passes through village Chargaon and meets at point 'F'.
- F—A :** Line passes through village Chargaon along the eastern boundary of Wardha Rives and meets at starting point 'A'.

[No. 43015/1/92-LSW]

B.B. RAO, Under Secy.

नई दिल्ली, 4 जून, 1992

का. धा 1824—केन्द्रीय सरकार का यह प्रतीत होता है कि इससे उपाखण्ड अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अन, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जेंट ग्रोर विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पुरवोधन करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी—1(ई) III/जे धार/502/1291 तारीख 7 दिसम्बर, 1991 का निर्माण वेस्टर्न कोयला फोल्ड्स लिमिटेड (राजस्व अनुभाग), कोल एस्टेट, मिनिंग लाईन्स, नागपुर-440001 के कार्यालय में या कन्स्ट्रक्शन पुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में जिनबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी सवशे, शार्टे और अन्य दस्तावेजों, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी, वेस्टर्न कोयला फोल्ड्स लिमिटेड कोल एस्टेट, मिनिंग लाईन्स, नागपुर-440001 को भेजेंगे।

## अनुसूची

बीहारा—अगरतारी ब्लॉक

चन्द्रपुर क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

रेखांक सं. सी—1(ई)/III/जे. धार./502/1291 तारीख, 7 दिसम्बर, 1991

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्यांक	ग्राम संख्यांक	तहसील और जिला	क्षेत्र हैक्टरों में	टिप्पणियाँ
1	2	3	4	5	6	7
1.	अडेगांव	12	—	चन्द्रपुर	227.32	पूर्ण
2.	अगरतारी	12	—	चन्द्रपुर	135.55	पूर्ण
3.	पैली भटाली	12	—	चन्द्रपुर	1157.00	भाग
4.	कितादी	12	—	चन्द्रपुर	338.11	भाग
5.	पदमापुर	12	—	चन्द्रपुर	172.24	भाग
6.	भुलामला रिय	12	—	चन्द्रपुर	105.00	पूर्ण
7.	भुलामला ठुलुम	12	—	चन्द्रपुर	108.58	पूर्ण
8.	मिस्त्राला	12	—	चन्द्रपुर	374.62	भाग
9.	वारवत	12	—	चन्द्रपुर	362.36	पूर्ण
10.	वारगाव	12	—	चन्द्रपुर	1214.68	पूर्ण
11.	खंडाला रिय	12	—	चन्द्रपुर	1201.00	

1	2	3	4	5	6	7
12. ममला मौकामा		13	—	चन्द्रपुर	282.28	पूर्ण
13. निम्बाला		13	—	चन्द्रपुर	316.17	पूर्ण
14. चाक निम्बाला		13	—	चन्द्रपुर	759.52	पूर्ण
15. बैगांव मौकामा		13	—	चन्द्रपुर	102.65	पूर्ण
16. चाक बैगांव सं. 1		13	—	चन्द्रपुर	201.14	पूर्ण
17. चाक बैगांव सं. 2		13	—	चन्द्रपुर	107.28	पूर्ण
18. चाक बोरवा		13	—	चन्द्रपुर	935.67	पूर्ण
19. बोरवा इन्दपवार		13	—	चन्द्रपुर	144.96	पूर्ण
20. बालनी		13	—	चन्द्रपुर	376.28	पूर्ण
21. चाकबालनी		13	—	चन्द्रपुर	64.78	पूर्ण
22. चिचपल्ली		15	—	चन्द्रपुर	754.40	पूर्ण
23. चिचपल्ली उर्फ चाक अजयपुर		15	—	चन्द्रपुर	816.96	पूर्ण
24. रेसटा		15	—	चन्द्रपुर	26.99	पूर्ण
25. जम्भाराला		15	—	चन्द्रपुर	72.48	पूर्ण
26. घण्टा चौकी		13	—	चन्द्रपुर	18.67	पूर्ण
27. मोहारा		13	—	चन्द्रपुर	133.53	पूर्ण
28. मोहारा रेंज	चन्द्रपुर खंड			चन्द्रपुर	9058.40	भाग
29. चन्दा रेंज	चन्द्रपुर खंड			चन्द्रपुर	12188.53	भाग
30. मुन्नरेंज	चन्द्रपुर खंड			चन्द्रपुर	4667.58	भाग
कुल क्षेत्र :			36930.73 हेक्टर (लगभग)			
या			91259.52 एकड़ (लगभग)			

## सीमा वर्णन :

क-ख	रेखा, बिन्दु "क" से प्रारम्भ होती है और माहारली रेंज से होकर ग्राम देवड़ा की दक्षिणी सीमा के साथ-साथ चलते हुए फिर सभक के साथ-साथ जाती है और बिन्दु "ख" पर मिलती है।
ख-ग	रेखा, अंधारी नदी के पश्चिमी किनारे के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है।
ग-घ	रेखा, मुल रेंज से होकर जाती है और बिन्दु "घ" पर मिलती है।
घ-ङ	रेखा, दक्षिण-पूर्वी रेल की उत्तरी सीमा के साथ-साथ चलते हुए, मुल और चन्दा रेंज से होकर गुजरती है और बिन्दु "ङ" पर मिलती है।
ङ-च	रेखा, चन्दा रेंज से होकर जाती है और बिन्दु "च" पर मिलती है।
च-छ	रेखा, ग्राम सिन्हाला, पदमापुर और किताबी से होकर जाती है और बिन्दु "छ" पर मिलती है।
छ-क	रेखा, ग्राम किनादी, पेवी भटादी से होकर जाती है, फिर बरोग और मोहाराली रेंज की सम्मिलित सीमा के साथ-साथ जाती है और प्रारम्भिक बिन्दु "क" पर मिलती है।

[सं. 43015/2/92-मल. एम. डब्ल्यू.]

बी. बी. राव, अवर सचिव

New Delhi, the 4th June, 1992.

S.O.1824.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing No. C-1(E)/III/JR/502/1291, dated the 7th December, 1991 of the area covered by this notification may be inspected at the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 or at the Office of the Collector, Chandrapur (Maharashtra) or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440 001, within ninety days from the date of publication of this notification in the Official Gazette.

## SCHEDULE

## LOHARA-AGARZARI BLOCK

## CHANDRAPUR AREA

## DISTRICT CHANDRAPUR (MAHARASHTRA)

[Plan No. C-1(E)/III/JR/502/1291, dated the 7th December, 1991].

Sl. No.	Name of village	Patwari circle number	Village number	Tahsil and District	Area in hectares	Remarks
1.	Adegaon	12		Chandrapur	227.32	Full
2.	Agarzari	12		Chandrapur	135.55	Full
3.	Paili Bhatali	12		Chandrapur	1157.00	Part
4.	Kitadi	12		Chandrapur	338.11	Part
5.	Padmapur	12		Chandrapur	172.24	Part
6.	Mhasala Rith	12		Chandrapur	105.00	Full
7.	Mhasala Tukum	12		Chandrapur	108.58	Full
8.	Sinhala	12		Chandrapur	374.62	Part
9.	Warwat	12		Chandrapur	862.36	Full
10.	Chorgaon	12		Chandrapur	1214.68	Full
11.	Khandala Rith	12		Chandrapur	1201.00	Full
12.	Mamla Mokasa	13		Chandrapur	282.28	Full
13.	Nimbala	13		Chandrapur	316.17	Full
14.	Chak Nimbala	13		Chandrapur	769.52	Full
15.	Waigaon Mokasa	13		Chandrapur	102.65	Full
16.	Chak Waigaon No. 1	13		Chandrapur	201.14	Full
17.	Chak Waigaon No. 2	13		Chandrapur	107.28	Full
18.	Chak Borda	13		Chandrapur	935.67	Full
19.	Borda Indapurwar	13		Chandrapur	144.90	Full
20.	Walni	13		Chandrapur	376.28	Full
21.	Chakwalni	13		Chandrapur	64.78	Full
22.	Chichpalli	15		Chandrapur	754.40	Full
23.	Chichpalli alias Chak Ajaypur	15		Chandrapur	816.96	Full
24.	Temta	15		Chandrapur	26.99	Full
25.	Jambharala	15		Chandrapur	72.48	Full
26.	Ghanta Ghouki	13		Chandrapur	18.67	Full
27.	Lohara	13		Chandrapur	133.53	Full

(1)	(2)	(3)	(4)	(5)	(6)
28. Moharli Range	Chandrapur Division	Chandrapur	9058.40	Part	
29. Chanda Range	Chandrapur Division	Chandrapur	12188.53	Part	
30. Mul Range	Chandrapur Division	Chandrapur	4663.58	Part	
Total Area :			36930.73	hectares	
				(approximatcly)	
				or	
				91259.52	
				acres	
				(approximatcly)	

## Boundary Description :

A—B :	Line starts from point 'A' and passes through Moharli Range along the road, southern boundary of village Dewada, then again proceeds along the road and meets at point 'B'.
B—C :	Line passes along the western bank of River Andhari and meets at point 'C'.
C—D :	Line passes through Mul Range and meets at point 'D'.
D—E :	Line passes through Mul and Chanda Range along the northern boundary of South Eastern Railway and meets at point 'E'.
E—F :	Line passes through Chanda Range and meets at point 'F'.
F—G :	Line passes through villages Sinhala, Padmapur and Kitadi and meets at point 'G'.
G—A :	Line passes through villages Kitadi, Pailai-Bhatadi, then proceeds along the common boundary of Warora and Moharli Range and meets at starting point 'A'.

[No. 43015/2/92-LSW]  
B.B. RAO, Under Secy.

नई दिल्ली, 4 जून, 1992

का. भा. 1825.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी की गई और भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 25 मई, 1991 के पृष्ठ 2333 से 2334 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना का. भा. सं. 1442 तारीख 19 अप्रैल, 1991 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिच्छेद की 172.98 हेक्टर (लगभग) या 427.43 एकड़ (लगभग) भूमि में कोयले का खनन करने के अपने आशय की सूचना दी थी;

2 और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित उक्त भूमि के भाग में कोयला अधिप्राप्त है;

3. और केन्द्रीय सरकार द्वारा उक्त अधिनियम की धारा 3 के अधीन कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट, कलकत्ता (पिन-700001) को, भारत के राजपत्र, तारीख 4 अप्रैल, 1987 में पृष्ठ 1397 से 1400 पर प्रकाशित अधिसूचना सं. का. भा. 905, तारीख 20 मार्च, 1987 के अधीन सश्रम प्राधिकारी नियुक्त किया गया है;

4. अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इसमें संलग्न अनुसूची में वर्णित 172.98 हेक्टर (लगभग) या 427.43 एकड़ (लगभग) भाग की भूमि में खनन अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

5. इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एस्. ई. सी. एल्./को.एस्. पी./जी.एम. (योजना) भूमि 101, तारीख 13 जनवरी, 1992 का निरीक्षण कलकत्ता, सरगुजा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता (पिन 700001) के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्थान अनुभाग), सीपल मार्ग, बिलासपुर-495001 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

6. इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में कितना कोई व्यक्ति ऐसी तारीख से, जिसे भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जगता को उपलब्ध करा दी जाती हैं, तीन दिन के भीतर उक्त अधिनियम, की धारा 8 के अन्तर्गत उक्त सश्रम प्राधिकारी को सम्पूर्ण भूमि 1 उसके किसी भाग या उक्त भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में विचार में प्रार्थना कर सकता है।

भ्रतुसुषी  
पश्चिम बिरीमिरी कोलियरी का उत्तर ढ्गक  
बिरीमिरी क्षेत्र  
जिला सरगुजा (मध्य प्रदेश)

खनन अधिकारी

राजस्व भूमि

(भूमि अजित करने का आशय दर्शाते हुए)

क्र. सं.	ग्राम	पटवारी हल्का सं.	तहसील	जिला	क्षेत्र हेक्टरों में	टिप्पणियाँ
1.	चित्तजोर	16	बैकुलपुर	सरगुजा	11.39	भाग
2.	सरमोका	07	मानेन्द्र गढ़	सरगुजा	19.06	भाग
कुल :				30.45 हेक्टर		

वन भूमि

क्र. सं.	कम्पाटमेंट संख्यांक	रेंज	प्रभाग	क्षेत्र हेक्टरों में	टिप्पणियाँ
1.	536 (भाग) 538 (भाग)	खुरासिया	कोरिया	142.53	भाग
कुल				142.53	
महायोग :				172.98 हेक्टर (लगभग)	
या				427.75 एकड़ (लगभग)	

- ग्राम चित्तजोर (भाग) में अजित किए जाने वाले प्लॉट संख्यांक :—  
215/1 (भाग), 216 और 217 (भाग)
- ग्राम सरमोका (भाग) में अजित किए जाने वाले प्लॉट संख्यांक :—  
252 (भाग), 253, 254 और 255 (भाग), 156 (भाग)

सी.सा.वर्णन

क-ख	रेखा, ग्राम सरमोका में बिन्दु "क" से प्रारम्भ होती है और प्लॉट संख्यांक 252, 253, 255, 158, 255 से होकर जाती है और फिर वन कम्पाटमेंट संख्यांक 538, 538 से होकर गुजरती है और बिन्दु "ख" पर मिलती है।
ख-ग-घ :	रेखा, वन कम्पाटमेंट संख्यांक 536, 538 से होकर जाती है और फिर ग्राम चित्तजोर में प्रवेश करती है और प्लॉट संख्यांक 215/1, 217, 215/1, 216, 215/1 से होकर जाती है और बिन्दु "घ" पर मिलती है।
घ-क :	रेखा, ग्राम चित्तजोर में से गुजरती है और प्लॉट संख्यांक 215/1 से होकर आगे जाती है, फिर ग्राम सरमोका में प्रवेश करती है, प्लॉट संख्यांक 252 से होकर जाती है और प्रारंभिक बिन्दु "क" पर मिलती है।

[सं. 43015/23/90-एल.एस. डब्ल्यू.]

बी. बी. राव, प्रवर सचिव

New Delhi, the 4th June, 1992

S.O. 1875.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) S.O. No. 1448 dated the 19th April 1991 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), published in part II, section 3, sub-section (ii) of the Gazette of India, dated the 25th May, 1991 at pages 2333 to 2334, the Central Government gave notice of its intention to prospect for coal in 172.98 hectares (approximately) or 427.43 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

2. And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands described in the Schedule appended to this notification;

3. And whereas the Coal Controller, 1, Council House Street, Calcutta (PIN 700001) has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification No. S.O. 905 dated the 20th March, 1987 published in the Gazette of India, dated 4th April, 1987 at pages 1397 to 1400;

4. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 172.98 hectares (approximately) or 427.43 acres (approximately) in Mining Rights described in the Schedule appended hereto.

5. The plan bearing No. SECL/BSP/GM (Planning)/Land/101 dated the 13th January, 1992 of the area covered by this notification may be inspected in the Office of the Collector, Surguja (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta (PIN 700001) or in the Office of the South Eastern Coalfields Limited (Revenue Section), Sceptat Road, Bilaspur-495001 (Madhya Pradesh).

6. Any person interested in the lands described in the Schedule appended to this notification may, within thirty days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, file objection in writing, under section 8 of the said Act to the said competent authority with regard to the acquisition of the whole or any part of the lands or any rights in or over the said lands.

#### SCHEDULE

#### NORTH BLOCK OF WEST CHIRIMIRI COLLIERY CHIRIMIRI AREA

#### DISTRICT-SURGUJA (MADHYA PRADESH)

#### MINING RIGHTS

(Showing intention to acquire lands)

#### REVENUE LAND

Sl. No.	Village	Patwari Halka Number	Tahsil	District	Area in hectares	Remarks
1.	Chitajhore	16	Baikunthpur	Surguja	11.39	Part
2.	Sarbhoka	07	Manendragarh	Surguja	19.06	Part

Total : 30.45 hectares

#### FOREST LAND

Sl. No.	Compartment Number	Range	Division	Area in hectares	Remarks
1.	536 (Part) 538 (Part)	Khurasia	Korea	142.53	Part

Total : 142.53

Grand Total : 172.98 hectares  
(approximately)  
OR  
427.43 acres  
(approximately)

1. Plot numbers to be acquired in village—Chitajhore (part) :—

215/1 (part), 216 & 217 (part).

2. Plot numbers to be acquired in village—Sarbhoka (part) :—

252 (part), 253, 254, 255 (part), 156 (part).

## BOUNDARY DESCRIPTION :

A—B	Line starts from point 'A' in village Sarbhoka and passes through plot numbers 252, 253, 255, 156, 255 then through forest compartment numbers 538, 536 and meets at point 'B'.
B—C—D	Line passes through forest compartment numbers 536, 538 then enters in village Chitajhore and proceeds through plot numbers 215/1, 217, 215/1, 216, 215/1 and meets at point 'D'.
D—A	Line passes in village Chitajhore and proceeds through plot numbers 215/1 then enters in village Sarbhoka passes through plot number 252 and meets at the starting point 'A'.

[No. 43015/23/99—1SW]

B. B. RAO Under Secy

नई दिल्ली, 5 जून, 1992

कां.प्र. 1856 :—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन जारी की गई और भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 6 अप्रैल, 1991 में प्रकाशित, भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. कां.प्र. 961, तारीख 21 मार्च, 1991 द्वारा उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि और उक्त पर के अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है:

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 24.60 हेक्टर (लगभग) या 60.78 एकड़ (लगभग) माप वाली भूमि अर्जित की जानी चाहिए।

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची में वर्णित 24.60 हेक्टर (लगभग) या 60.78 एकड़ (लगभग) माप वाली भूमि अर्जित की जानी है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी 1(ह)/III/जे.जे.आर. 147-0891, तारीख 28-8-91 का निर्माण कर्नाटक, बन्दपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, फाउमिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में, या वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) कोल एस्टेट, सिविल लाइन्स नागपुर (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची

चारगाव विस्तार क्षेत्र

धानी क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

सभी अधिकार

क्र.सं. ग्राम का नाम	पट्टावारी सर्किल सं.	तहसील	जिला	क्षेत्र हेक्टरों में	टिप्पणियाँ
1. कुनाद	28	मद्रावली	चन्द्रपुर	24.60	भा 1
कुल क्षेत्र 24.60 हेक्टर (लगभग) या 60.78 एकड़ (लगभग)					

ग्राम कुनाद में अर्जित किए गए प्लॉट संख्याएँ

139 भाग, 140 भाग, 141 भाग, 146 भाग, 147 भाग, 150 भाग, 151 भाग, 153, 167, 182, 183/1, 183/2, 185, 189 से 192, 193 भाग, 194 भाग, 264 भाग, सड़क भाग।

सीमा वर्णन

क—घ—न—प—

रेखा, बिन्दु "क" से आरम्भ होती है और प्लॉट संख्याक 185 की बाहरी सीमा के साथ-साथ यात्रा कुनाद से होकर जाती है, फिर भागक प्लॉट संख्याक 193 की बाहरी सीमा में होकर और भागक उसके साथ-साथ जाती है और बिन्दु "प" पर मिलती है।

प—प

रेखा, प्लॉट संख्याक 190 की बाहरी सीमा के साथ-साथ होकर प्लॉट संख्याक 191 में जाती है, सड़क पार करती है, फिर प्लॉट संख्याक 183/1, 182, 167 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "क" पर मिलती है।

फ-ब-भ-म-य-ख	रेखा, प्लॉट संख्यांक 167 की बाहरी सीमा के साथ-साथ ग्राम कुनाद से होकर जाती है फिर सड़क के साथ-साथ और भागत उससे होकर चलती हुई प्लॉट संख्यांक 150, 153, 151 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु 'ख' पर मिलती है।
ख-क	रेखा, प्लॉट संख्यांक 151, 150, 147, 146, 141 से ग्राम कुनाद से होकर जाती है, प्लॉट संख्यांक 140, 139 से सड़क को पार करती है, फिर प्लॉट संख्यांक 183/2 की बाहरी सीमा के साथ-साथ जाती है प्लॉट संख्यांक 189 को बाहरी सीमा के साथ प्लॉट संख्यांक 264, से सड़क को पार करती है और आरम्भिक बिन्दु "क" पर मिलती है।

[सं० 43015/28/89-एन०एम० डब्ल्यू०]

डी०बी० राय, प्रवर सचिव

New Delhi the 5th June, 1992

S O. 1826:—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No S O. 961, dated the 21st March, 1991 issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in Part-II, Section 3, Sub section (ii) of the Gazette of India, dated the 6th April, 1991, the Central Government gave notice of its intention to acquire land and rights in the locality specified in the schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Maharashtra is satisfied that the lands measuring 24.60 hectares (approximately) or 60 78 acres (approximately) described in the schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the lands measuring 24 60 hectares (approximately) or 60 78 acres (approximately) described in the said schedule;

are hereby acquired.

The Plan No C-I(E)/III/JJR/497-0891 dated the 28th August, 1991 of the area covered by this notification may be inspected in the office of the Collector, Chandrapur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur (Maharashtra).

### THE SCHEDULE CHARGAON EXPANSION BLOCK

#### WANI ARIA

#### DISTRICT CHANDRAPUR (MAHARASHTRA)

#### ALL RIGHTS

Serial No.	Name of village	Patwar circle number	Tahsil	District	Area in hectares	Remarks
1.	Kunad	28	Bhadravati	Chandrapur	24 60	Part
					Total area :	24.60 hectares (approximately)
					or	60 78 acres (approximately)

Plot numbers 'acquired' in village Kunad : 139 Part, 140 Part, 141 Part, 146 Part, 147 Part, 150 Part, 151 Part, 153, 167, 182, 183/1, 183/2, 185, 189 to 192, 193 Part, 194 Part, 264 Part, Road Part.

## Boundary description :

- A—S—T—U Line starts from point 'A' and passes through village Kunad along the outer boundary of plot number 185, then proceeds partly through and partly along the outer boundary of plot number 193 and meets at point 'U'.
- U—V Line passes through village Kunad along the outer boundary of plot number 193, in Plot number 194, acrosses road, then proceeds along the outer boundary of plot numbers 183/1, 182, 167 and meets at point 'V'.
- V—W—X—Y—Z—B Line passes through village Kunad along the outer boundary of plot number 167, then proceeds partly along and partly through road, then along the outer boundary of plot numbers 150, 153, 151 and meets at point 'B'.
- B—A Line passes through village Kunad in Plot numbers 151, 150, 147, 146, 141, crosses road in plot numbers 140, 139, then proceeds along the outer boundary of plot number 183/2, crosses road along the outer boundary of plot number 189 in plot number 264 and meets at starting point 'A'.

[No. 43015/28/89—LSW]  
B.B. RAO, Under Secy.

नई दिल्ली, 8 जून, 1992

कां.आ० 1827 :—केन्द्रीय सरकार ने, कोयला खार्क क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अर्जित निकासी गई और भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 23 अप्रैल, 1990 में प्रकाशित, भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना संख्या 1093 तारीख 21 अप्रैल, 1990 द्वारा उस अधिसूचना से संलग्न अनुसूची में बिलिंटेड पत्रिका की भूमि के अर्जन करने के अपने धारण की सूचना दी थी,

और मध्य प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को शर्तों रिपोर्ट दे दी है,

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह पता चला हो गया है, कि इससे संलग्न अनुसूची "क" और "ख" में वर्णित 68.21 हेक्टर (लगभग) या 168.55 एकड़ (लगभग) मात्र वाली कुल भूमि का प्रारंभ किया जाया चाहिए।

अतः केन्द्रीय सरकार, कोयला खार्क क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रस्तुत शर्तिकाओं का प्रयोग करने हुए, यह घोषणा करती है कि उक्त अनुसूची में वर्णित 68.21 हेक्टर (लगभग) या 168.55 एकड़ (लगभग) मात्र वाली भूमि अर्जित की जाती है।

इस अधिसूचना के अर्जित आने वाले क्षेत्र के सं० सी-1(ई)/(1)/जे०जे०आ०/0491 तारीख 22 अप्रैल, 1991 वाले रेखांक का निरीक्षण कलकत्ता, पश्चिमबंगाल (महाराष्ट्र) के कार्यालय में या कोयला निश्चरक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या ब्रिस्टल कोलफील्ड लि० (राज्य अनुभाग) कोल ग्रेन्टेड, मिडिल लाइन्स, लामपुर (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची "क"

कोयला विभाग

वार्ड सी०

जिला प्रशासन (महाराष्ट्र)

सभी अधिकारी

क्रम सं०	ग्राम का नाम	पटवारी सचिव संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	सावारी	31	वानी	पंचतमाल	36.16	भाग
2.	कोना	31	वानी	पंचतमाल	28.92	भाग

कुल क्षेत्र: 65.08 हेक्टर (लगभग)  
या

160.92 एकड़ (लगभग)

गोवारी ग्राम में वर्णित किए गए प्लॉट संख्यांक :

6 भाग, 7 भाग, 8 भाग, 9/1-9/2 भाग, 99 भाग, 100 भाग, 101 भाग, 122 भाग 138 140, 141 भाग, 112 से 144 145 भाग  
146 भाग, 147 भाग, 148 भाग, 149 भाग, 150 भाग, 151 भाग, सहक भाग।

कोना ग्राम में वर्णित किए गए प्लॉट संख्यांक :

72 भाग, 78 भाग, 111 भाग 112 भाग, 113 भाग, 212 भाग, 213 भाग, 215 भाग, 216 भाग, 217 से 228 230, 232 भाग,  
233 भाग।

देखा बिन्दु :

क-ख-ग [ देखा बिन्दु "क" से आरम्भ होती है और गोवारी ग्राम में प्लॉट संख्यांक 9/1-9/2, 8, 57, 8 से गुजरते हुए सहक, 149,  
148, 147, 145, 146, 99, 100, 101 की पार करती है और बिन्दु "ग" पर मिलती है।

घ-च-ड देखा प्लॉट संख्यांक 108, 144, 138 की बाहरी सीमा के साथ-साथ गोवारी ग्राम में से गुजरती है फिर प्लॉट संख्यांक  
122 से गुजरकर कोना ग्राम में प्लॉट संख्यांक 78, 77, 112, 213, 212, 215 से आगे बढ़ती है, नावा 216 की पार  
करती है और फिर प्लॉट संख्यांक 217, 218, 219, 221, 222, 224 225 226 227, 228 230 की बाहरी  
सीमा के साथ-साथ चलकर बिन्दु "ड" पर मिलती है।

ड-च-ड-न देखा कोना ग्राम में प्लॉट संख्यांक 233, 232, 216 से से होकर जाती है, नावा 215, सहक, 213, 111, 112, 113,  
77, 78 की पार करती है, फिर गोवारी ग्राम में प्लॉट संख्यांक 122 में से आगे बढ़ती है, फिर प्लॉट संख्यांक 138 की,  
बाहरी सीमा के साथ-साथ चलकर बिन्दु "न" पर मिलती है।

आ-क-ख-कः देखा गोवारी ग्राम में प्लॉट संख्यांक 140 की बाहरी सीमा के साथ-साथ गुजरती है, फिर प्लॉट संख्यांक 141 में से और  
प्लॉट संख्यांक 142 की बाहरी सीमा के साथ-साथ गुजरती है, फिर प्लॉट संख्यांक 151, 150 में से जाती है और प्लॉट  
संख्यांक 149, 6, 7, 8, 9/1-9/2 की बाहरी सीमा के साथ-साथ चलती हुई आरम्भिक बिन्दु "क" पर मिलती है।

अनुसूची "ख"

कोलार विधानिका

वाणी क्षेत्र

जिला यशवन्त (महाराष्ट्र राज्य)

कमी की जायगी

क्र०	क्षेत्र का नाम	पटवारी मुक्ति संख्यांक	सहमील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	कोना	31	वाणी	यशवन्त	0.93	भाग
2.	सहक	31	वाणी	यशवन्त	2.20	भाग

3 13 हेक्टर (लगभग) या  
7 73 एकड़ (लगभग)

अनुसूची क में क्षेत्र का कुल क्षेत्र = 65.08 + 3 13 = 68 21 हेक्टर (लगभग)  
या

148 82 + 7.73 = 156 55 एकड़ (लगभग)

कोलार जिले में वर्णित किए गए प्लॉट संख्यांक :

261 भाग, 262 भाग, 264 भाग, 265 भाग

सावरला ग्राम में वर्णित किए गए प्लॉट संख्यांक :

6 भाग, 7 भाग, 10 भाग, 11 भाग, 14 भाग, 15 भाग, 136 भाग, 141 भाग, 142 भाग, 144 भाग 145 भाग सहक भाग।

देखा बिन्दु :

क-ख-ग देखा बिन्दु "क" से आरम्भ होती है और कोना ग्राम में प्लॉट सं० 262, 231, 264, 265 से होकर जाती है और तब  
सावरला ग्राम में प्लॉट सं० 136, 145, 144 में से होकर प्लॉट सं० 141, 142 की बाहरी सीमा के साथ-साथ चलकर  
प्लॉट सं० 6, 7, 10, 11, 14, 15 में से गुजरती है और बिन्दु "ग" पर मिलती है।

ड-च-ड देखा सावरला ग्राम में से होकर प्लॉट सं० 15, 14, 11, 10, 7, 6 की बाहरी सीमा के साथ-साथ चलती है और प्लॉट  
सं० 142, 141, 144, 145, 136 में से होकर जाती है और तब कोना ग्राम में प्लॉट सं० 265, 265 262 में से होकर  
जाती है और बिन्दु "क" पर मिलती है।

[का० सं० 43013/9/89-एल०एम० दस्तावेज]

सी०डी० राय, अधीक्षक सचिव

New Delhi, the 5th June, 1992

S.O. 1827. —Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal), No. S.O. 1093, dated the 2nd April, 1990 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in Part-II, Section 3, sub-section (ii) of the Gazette of India dated the 28th April, 1990, the Central Government gave notice of its intention to acquire land and rights in the locality specified in the schedule appended to that notification:

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government.

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Maharashtra is satisfied that the total lands measuring 68.21 hectares (approximately) or 168.55 acres (approximately) described in the Schedules 'A' and 'B' appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government hereby declares that the lands measuring 68.21 hectares (approximately) or 168.55 acres (approximately) described in the said schedule:

Are hereby acquired.

The plan No. C-1(E)/III/JJR/0491, dated the 22nd April, 1991 of the area covered by this notification may be inspected in the Office of the Coal Controller, Yavatmal (Maharashtra) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur (Maharashtra).

#### SCHEDULE 'A'

Kolar Pimpri Block Wani Area Distt. Yavatmal (Maharashtra)

All Rights.

Sl. No.	Name of Village	Patwari Circle No.	Tahsil	District	Area in hectares.	Remarks
1	2	3	4	5	6	7
1.	Gowari	31	Wani	Yavatmal	36.16	Part
2.	Kona	31	Wani	Yavatmal	28.92	Part
Total Area —					65.08 hectares (approximately) OR 160.82 Acres (Approximately)	

Plot numbers acquired in Village-Gowari.

6 Part, 7 Part, 8 Part, 9/1-9/2 Part, 99 Part, 100 Part, 101 Part, 122 Part, 138, 140, 141 Part, 142 to 144, 145 Part, 146 Part, 147 Part, 148 Part, 149 Part, 150 Part, 151 Part, Road Part.

Plot numbers acquired in Village Kona.

77 Part, 78 Part, 111 Part, 112 Part, 113 Part, 212 Part, 213 Part, 215 Part, 216 Part, 217 to 228, 230, 232 Part, 233 Part.

Boundary description :

A—B—C: Line Starts from point 'A' and passes through village Goawari in plot numbers 9/1-9/2, 3, 7, 6 crosses road, 149, 148, 147, 145, 146, 99, 100, 101 and meets at point 'C'.

C—D—E: Line passes through village Gowari along the outer boundary of plot numbers 101, 144, 138 then in plot number 122 then proceeds through village Kona in plot numbers 78, 77, 112, 111, 213, 212, 215 acrosses nallah, 216 then along the outer boundary of plot numbers 217, 218, 219, 221, 232, 224, 225, 226, 227, 228, 230 and meets at point 'F'.

**E-F-G-H :** Line passes through village Kona in plot numbers 233, 232, 216 crosses nallah 215, crosses road, 213, 111, 112, 113, 77, 78 then proceeds through village Gowari in plot number 122 then along the outer boundary of plot number 138 and meets at point 'H'.

**H-I-J-A :** Line passes through village Gowari along the outer boundary of plot number 140 then in plot number 141 along the outer boundary of plot number 142 then in plot numbers 151, 150, along the outer boundary of plot numbers 149, 6, 7, 8, 9/1-9/2 and meets at starting point 'A'.

**SCHEDULE 'B'**  
**KOLAR PIMPRI BLOCK**  
**WANI AREA**  
**DISTT. YAVATMAL (MAHARASHTRA STATE)**

**All Rights :**

Sl. No.	Name of Village	Patwari Circle No.	Tahsil	District	Area in hectares	Remarks
1	2	3	4	5	6	7
1.	Kona	31	Wani	Yavatmal	0.93	Part.
2.	Sawarla	31	Wani	Yavatmal	2.20	Part
					3.13 Hectares (approximately)	
					OR	
					7.73 Acres (Approximately)	
<b>Total Area of Schedule A + B = 65.08 + 3.13</b>					68.21 Hectares (Approximately)	
					OR	
<b>160.82 + 7.73 =</b>					168.55 Acres (Approximately)	

**Plot numbers acquired in Village Kona**

231 Part, 262 Part, 264 Part, 265 Part.

**Plot numbers acquired in Village Sawarla**

6 Part, 7 Part, 10 Part, 11 Part, 14 Part, 15 Part, 136 Part, 141 Part, 142 Part, 144 Part, 145 Part, road part.

**Boundary description :**

**K-L-M :** Line starts from point 'K' through village Kona in plot numbers 262, 231, 264, 265 then proceeds through village Sawarla in plot numbers 136, 145, 144 along the outer boundary of plot numbers 141, 142 and in plot numbers 6, 7, 10, 11, 14, 15 and meets at point 'M'.

**M-N-K :** Line passes through village Sawarla along the outer boundary of plot numbers 15, 14, 11, 10, 7, 6, and in plot numbers 142, 141, 144, 145, 136 then proceeds through village Kona in plot numbers 265, 264, 262 and meets at starting point 'K'.

[No. 43015/9/88-LSW]

B.B. RAO, Under Secy.

**मानव संसाधन विकास मंत्रालय**  
(सहित्वा एवं बाल विकास विभाग)

पूर्ण विश्वास अधिनियम, 1890 (1890 का 6) के मामले में  
राष्ट्रीय बाल कोष, नई दिल्ली के मामले में

नई दिल्ली, 5 जून, 1992

क्र.सं. 1828.—राष्ट्रीय बाल कोष, नई दिल्ली के प्रबन्ध बोर्ड द्वारा किए आवेदन पर और उनकी सहमति से पूर्ण विश्वास अधिनियम 1890 (1890 का 6) के खण्ड 10(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा आदेश देती है कि नीचे दिए गए ब्योरे के अनुसार 43,26,921/ (तीस लाख छब्बीस हजार नौ सौ इक्कीस मात्र) (पैंतालीस लाख की छुट कीमत की राशि) बैंक ऑफ इंडिया, जनपथ, नई दिल्ली में सर्टिफिकेट ऑफ डिपॉजिट योजना में 16% की ब्याज दर पर 3 महीनों के लिए 8-5-92 को पुनः निवेश की गई।

क्रम सं.	राशि	पिछले निवेश की तारीख	भुगतान की तारीख	अभ्युक्तिता
1.	40,00,000	07-02-92	8-05-92	
2.	3,26,921			राष्ट्रीय बाल कोष के पास उपलब्ध बचावा राकड़ में से।

2. भारत सरकार के तत्कालीन समाज कल्याण विभाग के दिनांक 2 मार्च 1979 के समय-समय पर यथा संशोधित सी. आ. 120(ई) की अधिसूचना के साथ प्रकाशित राष्ट्रीय बाल कोष, नई दिल्ली के संचालन की योजना के अनुसार प्रयोग किए जाने हेतु उपरोक्त खाता भारतीय पूर्ण विश्वास के खजाने के नाम होगा।

[सं. 13-4/92 टी.आर.-II]

एम.के. भार्गव, अवर सचिव

**MINISTRY OF HUMAN RESOURCE DEVELOPMENT**

(Department of Women & Child Development)

**IN THE MATTER OF THE CHARITABLE ENDOWMENTS ACT 1890 (6 OF 1890)**

In the Matter of the National Children's Fund, New Delhi.

New Delhi, the 5th June, 1992

S.O. 1828.—On the application made by and with the concurrence of the Board of Management of the National Children's Fund, New Delhi, as in exercise of the powers conferred by Section 10(2) of the Charitable Endowments Act 1890 (6 of 1890), the Central Government do hereby order that the sum of Rs. 43,26,921/- (Rupees Fortythree lakh Twentysix thousand Nine hundred and Twentyone only) (discounted value of Rs. 45,00,000/-) as per particulars given below is reinvested in Certificate of Deposit Scheme for three months in Bank of India, Janpath, New Delhi with effect from 08-05-92 at the rate of interest 16% per annum.

Sl. No.	Amount	Date of previous	Date of Maturity	Remarks
1	2	3	4	5
1.	Rs. 40,00,000/-	07-02-92	08-05-92	
2.	Rs. 3,26,921/-			from cash balance from NCF.

2. The above account shall vest in the treasurer of charitable endowments of India to be held by him for being applied in accordance with the scheme for the administration of the National Children's Fund, New Delhi published with the Notification of the Government of India in the then Department of Social Welfare No. S.O. 120(E) dated the 2nd March, 1979 as amended from time to time.

[F.No. 13-4/92-TR-II]

S.K. BHARGAVA, Under Secy.

नई दिल्ली, 17 जून, 1992

क्र.सं. 1829.—राष्ट्रीय बाल कोष, नई दिल्ली के प्रबन्ध बोर्ड द्वारा किए गए आवेदन पर और उनकी सहमति से पूर्ण विश्वास अधिनियम 1890 (1890 का 6) के खण्ड 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा आदेश देती है कि नीचे दिए गए ब्योरे के अनुसार 1,19,540/- (एक लाख उन्नीस हजार पांच सौ चालीस मात्र) की राशि मिडिकेट बैंक, हाउस खाना, नई दिल्ली में 46 दिनों के लिए विश्वास डिपॉजिट योजना के अंतर्गत 11% की दर से निवेश की गई।

क्रम सं.	राशि	पिछले निवेश की तारीख	भुगतान की तारीख	अभ्युक्तिता
1.	1,19,540/-	25-11-91	25-2-92	बैंक ऑफ इंडिया, नई दिल्ली में यथा 36 लाख छुट कीमत की प्रतिरक्षण राशि

2. भारत सरकार के तत्कालीन समाज कल्याण विभाग के दिनांक 2 मार्च 1979 के समय-समय पर यथा संशोधित सी.आ. 120(ई) की अधिसूचना के साथ प्रकाशित राष्ट्रीय बाल कोष, नई दिल्ली के संचालन की योजना के अनुसार प्रयोग किए जाने हेतु उपरोक्त खाता भारतीय पूर्ण विश्वास के खजाने के नाम होगा।

[सं. 13-4/92 टी.आर.-II]

एम.के. भार्गव, अवर सचिव

New Delhi, the 17th June, 1992

S.O. 1829 On the application made by and with the Concurrence of the Board of Management of the National Children's Fund, New Delhi, as in exercise of the powers conferred by Section 4 of the Charitable Endowments Act 1890 (6 of 1890), the Central Government do hereby order that the sum of Rs. 1,19,540/- (Rupees One Lakh Nineteen thousand five hundred and forty only) as per particular given below invested in Fixed Deposit Scheme in Syndicate Bank, Hauz Khas, New Delhi for 46 days w.e.f. 26-2-92 at the rate of Interest of 11% per annum.

Sl. No.	Amount	Date of previous Investment	Date of Maturity	Remarks
1.	1,19,540/-	25-11-92	25-02-92	Surplus amount of discounted value of Rs. 30 lakh deposited in Bank of India Janpath, New Delhi.

2. The above account shall vest in the treasurer of charitable endowments of India to be held by him for being applied in accordance with the scheme for the administration of the National Children's Fund, New-Delhi, published with the Notification of the Government of India in the then Department of Social Welfare No. S. O. 120 (E) dated the 2nd March, 1979 as amended from time to time.

[F.No. 13-4/92-TR-II]

S.K. BHARGAVA, Under Secy.

नई दिल्ली, 17 जून, 1992

का.आ. 1830—राष्ट्रीय बाल कोष, नई दिल्ली के प्रबन्ध बांड द्वारा किए गए आवेदन पर और उनकी सहमति से पूर्व बिन्यास अधिनियम 1890 (1890 का 6) के खण्ड 10 (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा आदेश देती है कि 1. 1,19,540 (एक लाख उन्नीस हजार पांच सौ बालीस मात्र) की राशि जिसकी अवधि 28-5-92 को पूरी हो गई है सिडिकेट बैंक, होज खास नई दिल्ली में 46 दिनों के लिए फिक्स डिपॉजिट योजना के अंतर्गत 13 प्रतिशत की ब्याज दर से 28-5-92 से पुनः निवेश की गई।

2. भारत सरकार के तत्कालीन समाज कल्याण विभाग के दिनांक 2 मार्च, 1979 के समय समय पर तथा संशोधित सा.आ. 129(ई) की अधिसूचना के साथ प्रकाशित राष्ट्रीय बाल कोष, नई दिल्ली के संचालन की योजना के अनुसार प्रयोग किए जाने हेतु उपरोक्त बाल भारतीय पूर्व बिन्यास के खजाने के नाम होगा।

[स. 13-4/92 टी.आर. II]

एम. के. भार्गव, अवर सचिव

New Delhi, the 17th June, 1992

S.O. 1830.—On the application made by and with the concurrence of the board of Management of the National Children's Fund, New Delhi, as in exercise of the powers conferred by Section 10(2) of the Charitable Endowments Act 1890 (6 of 1890), the Central Government do hereby order that the sum of Rs. 1,19,540 (Rupee One Lakh Nineteen thousand five hundred and forty only) matured on 28-5-92 be invested in Fixed Deposit Scheme in Syndicate Bank, Hauz Khas, New Delhi for 46 days w.e.f. 28-5-92 at the rate of Interest of 13% per annum.

2. The above account shall vest in the treasurer of charitable endowments of India to be held by him for

being applied in accordance with the scheme for the administration of the National Children's Fund, New Delhi, published with the Notification of the Government of India in the then Department of Social Welfare No. S.O. 120 (E) dated the 2nd March, 1979 as amended from time to time.

[F. No. 13-4/92-TR-II]

S. K. BHARGAVA, Under Secy.

नई दिल्ली, 17 जून, 1992

का.आ. 1831.—राष्ट्रीय बाल कोष नई दिल्ली के प्रबन्ध बांड द्वारा किए गए आवेदन पर और उनकी सहमति से पूर्व बिन्यास अधिनियम 1890 (1890 का 6) के खण्ड 10 (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा आदेश देती है कि 1. 1,19,540/- (एक लाख उन्नीस हजार पांच सौ बालीस मात्र) की राशि जिसकी अवधि 12-4-92 को पूरी हो गई है सिडिकेट बैंक, होज खास, नई दिल्ली में 46 दिनों के लिए फिक्स डिपॉजिट योजना के अंतर्गत 11 प्रतिशत की ब्याज दर से 12-4-92 से पुनः निवेश की गई।

2. भारत सरकार के तत्कालीन समाज कल्याण विभाग के दिनांक 2 मार्च 1979 के समय समय पर तथा संशोधित सा.आ. 120(ई) की अधिसूचना के साथ प्रकाशित राष्ट्रीय बाल कोष, नई दिल्ली के संचालन की योजना के अनुसार प्रयोग किए जाने हेतु उपरोक्त बाल भारतीय पूर्व बिन्यास के खजाने के नाम होगा।

[स. 13-4/92 टी.आर. II]

एम. के. भार्गव, अवर सचिव

New Delhi, the 17th June, 1992

S.O. 1831.—On the application made by and with the concurrence of the Board of Management of the National Children's Fund, New Delhi, as in exercise of the powers conferred by Section 10(2) of the Charitable Endowments Act 1890 (6 of 1890), the Central Government do hereby order that the sum of Rs. 1,19,540 (Rupee One Lakh Nineteen thousand five hundred and forty only) matured on 12-4-92

be reinvested in Fixed Deposit Scheme in undivided Bank Haur Khas, New Delhi for 46 days w.e.f. 12.4.92 at the rate of Interest of 11% per annum

2 The above account shall vest in the treasurer of charitable endowment of India to be held by him for being applied in accordance with the scheme for the administration of the National Children's Fund New Delhi published with the Notification of the Government of India in the then Department of Social Welfare No. SO 120 (F) dated the 2nd March 1979 as amended from time to time

[F No 13.4/92-TR-II]

S K BHARGAVA, Under Secy

## स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली 24 जून 1992

का शा 1532—केन्द्रीय सरकार होम्योपैथी केन्द्रीय परिषद प्रतिनियम 1973 (1973 का 59) की धारा 3 की उपधारा (1) के खण्ड (क) के माध्यम से, उक्त प्रतिनियम की पड़ती अनुसूची के पृष्ठ 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि महाराष्ट्र राज्य के लिए केन्द्रीय होम्योपैथी परिषद में आवंटित सीटों की संख्या दो शीर्षों और महसुसों सहित इस मंत्रालय की अधिसूचना का शा 140 (घ) तारीख 1 फरवरी 1988 में निम्नलिखित संशोधन करनी है।

गणनी सं क्रम संख्या 12 में विद्यमान प्रविष्टि के स्थान पर निम्न प्रविष्टि प्रविष्टि रखा जायेगा यथा—

12 महाराष्ट्र 2

[पा सं 19018/14/90-होमियो (मा सी एच)]

यार के मुखी निदेशक

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi the 24th June, 1992

SO 1832—In exercise of the powers conferred by paragraph 2 of the First Schedule to the Homoeopathy Central Council Act 1973 (59 of 1973), read with clause (a) of subsection (1) of section 3 of the said Act the Central Government hereby determines that the number of seats allocated in the Central Council of Homoeopathy in the State of Maharashtra shall be two and accordingly hereby makes the following amendment in this Ministry's Notification SO 140(F) dated 1st February 1988 —

In the table at serial number 12 for the existing entry the following entry shall be substituted namely —

‘12 Maharashtra 2’

[No F 19018/14/90 Homoco (CCH)]

R K MUKHI, Director

नागर विमानन और पर्यटन मंत्रालय

(नागर विमानन विभाग)

नई दिल्ली 26 जून 1992

का शा 1533—केन्द्रीय सरकार वायुयान अधिनियम 1934 (1934 का 22) की धारा 8-अ की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि भूमध्य नागर विमानन मंत्रालय की अधिसूचना संख्या का शा 988 तारीख 5 जनवरी 1988 के अन्वय में उक्त धारा 1 में क्रम सं 69 की उपधारा में संशोधन प्रविष्टि

में एक नया प्रविष्टि जोड़ा जायेगा जो कि 11.3.92 की तारीख से लागू होगी यथा—

सं क्र	विमान संकेतक नाम	दि ति बिन्दु	आर/अवध
		उपार्थ (मीटर)	दिना (अवध की)
70	गुजराती	1420	03/21
71	बेनरी	163	12/30
72	कालावर्म	21	13/30
			02/20
73	दरभंगा	47	10/28
74	कलकत्ता	833	10/28
75	रामपुर हाट	74	09/27
			18/36
76	कुम्भीग्राम	104	04/22
77	बीस	2745	11/29
78	तम्	220	04/22
79	आधवा	746	08/26
80	गलाब	214	05/23
81	भज	71	05/23
82	इलाहाबाद	775	04/22
83	भटिंडा छावनी	204	09/27
84	दीमापुर (रनागावहाट)	168	08/23
85	जायन्तर छावनी	234	14/20
86	नौरावा	346	02/20
87	मेवोका राट	145	15/33
88	बरेली छावनी	170	11/20
89	दीनजान छावनी	110	07/25
90	सर्गाबाद	350	10/20
91	जोधपुर (नागनवाब)	150	03/21
92	उदयपुर	48	08/26
93	काशी	2	17/35
			13/41
94	विशाखापत्तनम	3	15/31
95	पार्ले इलेयर	6	01/21
96	रामनगर	4	01/19
97	अर्कोलम	85	06/24
98	विजयनगर	1250 49	12/30
99	नजाबत	1050	17/35
100	सन्तुभा	1800 14	19/28
101	तुरिग	487 80	3/21
102	लुबोरा	2957 32	12/30
103	हयलियाग	594 51	17/30
104	बलार	1008 84	5/23
105	भान	820	18/36
106	बलार	141 34	09/27
107	बलार	960	2/20
108	बलार	475	09/27

[पा सं ए बी-11012/2/84-ए]

पी एम राधाकृष्ण अवर सचिव

## MINISTRY OF CIVIL AVIATION AND TOURISM

(Department of Civil Aviation)

New Delhi, the 26th June, 1992

S.O. 1833.—In exercise of the powers conferred by sub-section (1) of section 9A of the Aircraft Act, 1934 (22 of 1934), the Central Government hereby direct that in Part I of Annexure III to the notification in the erstwhile Ministry of Civil Aviation No. S.O. 988, dated the 5th January, 1988, after serial No. 69 and the entries relating thereto, the following serial No. 70 to serial No. 108 and the entries relating thereto shall be inserted, namely :—

Sl. Name of Aerodrome	ARP Elevation (Metres)	R/W Direction (Magnetic)
70. Alinya	1420	03/21
71. Bellary	465	12/30
72. Cholvaram	29	12/30
		02/20
73. Dharbanga	47	10/28
74. Kolar	839	10/28
75. Rampur Hat	74	09/27
		18/36
76. Kumbhigram	104	06/22
77. Thoise	2745	11/29
78. Tezu	220	04/22
79. Amlu	746	08/26
80. Along	214	05/23
81. Bhuj	79	05/23
82. Imphal	775	04/22
83. Bhatinda Cantt.	204	090/270
84. Dimapur (Ranagapahar)	168	050/230
85. Jalandhar Cantt.	234	140/320
86. Naorota	346	020/200
87. Sevoke Road	145	150/330
88. Bareilly Cantt.	170	112/292
89. Dinjan Cantt.	110	070/250
90. Sarifabad	350	300/120
91. Jodhpur (Nag Talao)	250	030/210
92. Dabolim	48	08/26
93. Cochin	2	17/35
		13/31
94. Visakhapatnam	3	05/23
95. Port Blair	6	04/22
96. Ramnad	4	01/19
97. Arkonam	85	06/24
98. Vijayanagar	1280.40	12/30
99. Kamzawl	1050	17/35
100. Machurka	1890.24	10/28
101. Tuting	487.80	3/21
102. Tawang	2957.32	12/30
103. Hayullang	594.51	12/30
104. Walong	1008.84	5/23
105. Monu	820	18/36
106. Lekong	146.34	09/27
107. Chakbama	960	2/20
108. Sri Satya Sai	475	09/27

[F. No. AV-11012/2-84-A]

P. S. RADHA KRISHNA, Under Secy.

श्रीमती विकास प्राधिकरण

सार्वजनिक सुचना

नई दिल्ली ३ जून १९९२

का आ. १८३४—केन्द्रीय सरकार का दिल्ली मध्य योजना/क्षेत्रीय विकास योजना में निम्नलिखित संशोधन करने का प्रस्ताव है, जिसे जनता की योजना के लिए पत्रद्वारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के संबंध में यदि किसी व्यक्ति का कोई आपत्ति हो/कोई सुझाव हो या वह अपनी आपत्ति/सुझाव हम सूचना के जारी होने की तारीख से तीन दिनों में अधिक के अवर सचिव, दिल्ली विकास प्राधिकरण को भेजना, विकास मन्त्र, आई एन ए. नई दिल्ली का निम्नलिखित में भेज सकता है। आपत्ति करने/सुझाव देने वाले का नाम और पता भी हो।

संशोधन

"उत्तर में मंडोली गांव विस्तार/सुनिश्चित निर्माण में दक्षिण में ब्रिज पट्टी/जेल बाउण्ड्री के साथ पश्चिमी बजाराबाद रोड और पूर्व में जेल बाउण्ड्री से निरंतर हुए लगभग ६.१२ हेक्टेयर (१५.१२ एकड़) क्षेत्र को ग्राम उपयोग की "ग्रामीण उपयोग" में सार्वजनिक नये सार्वजनिक सुविधाओं में बदलने का प्रस्ताव है।

२ प्रस्तावित संशोधन का वर्णन आता नक्शा निरीक्षण के लिये उक्त अधि के अवर सभी कार्य-विषयों को उपनिदेशक, मध्य योजना अनुभाग, विकास मंत्र, छठी मंजिल, आई पी एस्टेट, नई दिल्ली के कार्यालय में उपलब्ध होगा।

[सं. एफ. २० (१३)/९१—एम. पी.]

रणवीर सिंह, सचिव

# DELHI DEVELOPMENT AUTHORITY PUBLIC NOTICE

New Delhi, the 3rd July, 1992

S.O. 1834.—The following modification which the Central Government proposes, to make to the Master Plan/Zonal Development Plan for Delhi is hereby published for public information. Any person having any objection/suggestion with respect to the proposed modification may send the objection/suggestion in writing to the Secretary, Delhi Development Authority, 'B' Block, Vikas Sadan, INA, New Delhi within a period of thirty days from the date of issue of this notice. The person making the objection/suggestion should also give his name and address.

## MODIFICATION :

"The land use of an area measuring about 6.12 ha. (15.12 acres) and bounded by Mandoli village extension/unauthorised construction in the North and West Wazirabad Road along green belt/Jail boundary in the South and Jail Boundary in the East, is proposed to be changed from 'rural use' to 'public and semi public facilities'"

2. The plan indicating the proposed modification will be available for inspection at the office of Deputy Director, Master Plan Section, Vikas Minar, 6th floor, IP Estate, New Delhi on all working days within the period referred to above.

[No. F-20(13)/91-MP]  
RANBIR SINGH, Secy.

अनन्तल परिवर्तन मंत्रालय

(नौबत पक्ष)

नई दिल्ली, १६ जून १९९२

का आ. १८३५—राज्य नौबत अधिनियम, १९५८ (१९५८ का १४) की धारा ३६१ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एन. ३६१ द्वारा कथित रूप से एम. टी. "भगवत सिंह" (भा. नौ. नि. का एक भारतीय जहाज) से १३ अक्टूबर, १९९१ को दुई

1653 GI/92—4

अनन्तल और नौबतों की शक्ति तथा इनकिलम चैनल में कोबीन के आसपास लगी आग की उक्त अधिनियम के भाग—१२ के तहत औपचारिक जांच करने के लिए इनकिलम के मुख्य न्यायिक मजिस्ट्रेट का आदेश प्रदान करनी है।

[फा. स. एम. आर.—१३०२०/३०/९१ एम. ए.]

जे. सी. पन्त, अवर सचिव

## MINISTRY OF SURFACE TRANSPORT

(Shipping Wing)

New Delhi, the 16th June, 1992

S.O. 1835.—In exercise of the powers conferred by section 361 of the Merchant Shipping Act, 1958 (44 of 1958) the Central Government hereby empowers the Chief Judicial Magistrate of Ernakulam to make a formal Investigation under Part-XII of the said Act into the loss of Life and Boats and into the cause of fire in or around the Cochlin in Ernakulam Channel alleged to have been caused by M. T. 'Bhagat Singh' (on Indian Ship belonging to SCT) on 13th October, 1991

[F. No. SR/13020/30/91-MA]

J. C. PANT, Under Secy.

अम मंत्रालय

नई दिल्ली, ११ जून, १९९२

का आ. १८३६—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा २ के खंड (६) के उपखंड (६) के उपबंधों के अनुसरण में भारत सरकार के अम मंत्रालय की अधिसूचना सं. —३२०८ दिनांक १३ दिसम्बर, १९९१ द्वारा क्षेत्रीय ग्रामीण बैंक अधिनियम १९७६ की धारा ३ के अंतर्गत स्थापित क्षेत्रीय ग्रामीण बैंक द्वारा चलाये जा रहे बैंकिंग उद्योग को उक्त अधिनियम के प्रयोजनार्थ १३ दिसम्बर, १९९१ से छः मास की कालावधि के लिये लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छ मास की ओर कालावधि के लिये बढ़ाया जाना अपेक्षित है,

अतः, अतः, औद्योगिक विवाद अधिनियम १९४७ (१९४७ का १४) की धारा २ के खंड (६) के उपखंड (७) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनार्थ १३ जून, १९९२ से छः मास की ओर कालावधि के लिये लोक उपयोगी सेवा घोषित करती है।

[सं. एम.—११०१७/२/८५—डी-१ (ए)]

एम. एस. पराशर, अवर सचिव

## MINISTRY OF LABOUR

New Delhi, the 11th June, 1992

S.O. 1836.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 3208 dated the 13th December, 1991 the Banking Industry as carried on by a regional rural bank established under section 3 of the Regional Rural Banks Act, 1976, to be a public utility service for the purpose of the said Act for a period of six months from the 13th December, 1991;

And, whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 13th June, 1992.

[No. S-11017/2/85-D.I (A)]

S. S. PRASHER, Under Secy.

नई दिल्ली, 16 जून, 1992

का. घा. 1857:—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 2 के खंड (ड) के उपखंड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 222 दिनांक 24 दिसम्बर, 1991 द्वारा ताबा खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 10 जनवरी, 1992 से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छ मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अद्य, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 10 जुलाई, 1992 से छ मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. स एम-11017/7/85-आई. प्रार. (नीति)]

एस. एस. पराशर, अवर सचिव

New Delhi, the 16th June, 1992

S.O. 1837.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 222 dated the 24th December, 1991 the Copper Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 10th January, 1992;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 10th July, 1992.

[No. S-11017/7/85-I.R. (Policy)]

S. S. PRASHER, Under Secy.

नई दिल्ली, 24 जून, 1992

का. घा. 1838:—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 226 दिनांक 3 जनवरी, 1992 द्वारा मेग्नेसाइट खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 3 जनवरी, 1992 से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छ मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है।

अतः अद्य, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 3 जुलाई, 1992 से छ मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं. एम-11017/8/85-डी-1 (ए)]

एस. एस. पराशर, अवर सचिव

New Delhi, the 24th June, 1992

S.O. 1838.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 226 dated the 3rd January, 1992 the Magnesite Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 3rd January, 1992;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 3rd July, 1992.

[No. S-11017/8/85-D.I (A)]

S. S. PRASHER, Under Secy.

नई दिल्ली, 26 जून, 1992

का. घा. 1839:—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 2 के खंड (ड) के उपखंड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 228 दिनांक 27 दिसम्बर, 1991 द्वारा किसी भी खनिज तेल (कच्चा तेल), मोटर और विमानन स्पिरिट, डीजल तेल, मिट्टी का तेल, ईंधन तेल, विविध हाइड्रोकार्बन तेल और उनके मिश्रण, जिनमें मिथेनिक ईंधन, स्नेहक तेल और इसी प्रकार के तेल शामिल हैं, के निर्माण या उत्पादन में लगे उद्योगों में सेवाओं का उक्त अधिनियम के प्रयोजनों के लिए 29 दिसम्बर, 1991 से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छ मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः अद्य, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 29 जून, 1992 से छ मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एम-11017/2/84-डी-1 (ए)]

एस. एस. पराशर, अवर सचिव

New Delhi, the 26th June, 1992

S.O. 1839.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 228 dated the 27th December, 1991, the industry engaged in the manufacture or production of mineral oil (crude oil) motor and aviation spirit diesel oil, kerosene oil, fuel oil, diverse hydrocarbon oils and their blends including synthetic fuels, lubricating oils and the like,

to be a public utility service for the purposes of the said Act, for a period of six months, from the 29th December, 1991;

And, whereas, the Central Government is of opinion that public interest requires the extension of the said period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares, the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 29th June, 1992.

[No. S-11017/2/84-D.I(A)]

S. S. PRASHER, Under Secy.

नई दिल्ली, 16 जून, 1992

व. प्र. 1340—औद्योगिक विवाद अधिनियम 1947 (1947 का 11) की प्रांग 17 के अनुगण से केन्द्रीय सरकार जिलिंग लंगालोटा आयरन माइन्स प्रा. स. एम. लास एंड क. लि. बखील के प्रबंधन के संबंध निराकरण और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिनियम, मुख्यतः के पक्ष को प्रकाशित करती है जो केन्द्रीय सरकार को 15-6-92 को प्राप्त हुआ था।

[पत्र नं-26011/7/80-डी-III (बी)]

व. एम. डेविड, डेस्क अधिकारी

New Delhi, the 16th June, 1992

S.O. 1840.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the industrial dispute between the employers in relation to the management of Jilling Longalota Iron Mines of M/s. S. Lal and Co. Ltd., Barbil and their workmen, which was received by the Central Government on 15-6-1992.

[No. L-26011/7/80-D.III (B)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR PRESENT :

Srj R. K. Dash, LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 8 of 1980 (Central)  
Bhubaneswar, the 8th June, 1992.

#### BETWEEN

The Management of Jilling Longalota Iron Mines of M/s. S. Lal and Co. Ltd. (subsequently renamed as Bhubaneswar, the 8th June, 1992

... First Party-management

#### AND

Their workmen Sri Gopal Chandra Patra and Sri Bhulu Ghana, represented through North Orissa Workers' Union, P.O. Rourkela, Dist. Sundergarh.

... Second Party-workmen.

#### APPEARANCES :

Sri K. K. Sen Gupta, Legal Asst.—For the first party-management.

Sri B. S. Pati, General Secretary, of the Union.—For the second party workman.

#### AWARD

This is a reference made by the Central Government u/s 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947)

to adjudicate the dispute as to whether the action of the management of M/s. S. Lal and Company (subsequently renamed as Essel Mining and Industries Ltd.), owner of Jilling Longalota Iron Mines denying employment to Sri Gopal Chandra Patra and Bhulu Ghana, Blasting Helper and Luner man respectively with effect from 10-9-79 is justified.

2. It is needless to make a reference to the pleadings of the parties as because the same have been succinctly stated by this Tribunal in the earlier order dated 9-3-87.

On filing of the written statement by the parties, hearing on merit was taken-up. While challenging the maintainability of the reference the management pleaded that Sri Gopal Chandra Patra and Bhulu Ghana were never employed as workmen under it. On an appraisal of the evidence adduced by the parties, this Tribunal while deciding the reference maintainable held that both the workmen were employees of the management and denial of employment to them was unjustified. However, the reference could not be fully and finally disposed of and award passed as evidence was lacking as to whether both of them had been gainfully employed subsequent to their disengagement. Feeling aggrieved by this order the management moved the Hon'ble High Court in a writ which was dismissed in 1991. As the Hon'ble Court directed to dispose of the case within three months from the date of appearance of the parties, they were given due opportunity to lead evidence on the question of gainful employment. As the management did not turn-up, the workmen gave evidence whereafter agreement was heard and date was fixed for passing award. Subsequently the management appeared and prayed to allow it to participate in the hearing before passing award. Having heard the parties order was passed allowing the management to have its say. Thereafter the management cross-examined the workmen and also led evidence by examining a witness to prove that both the workmen were not unemployed.

3. It is contended on behalf of the management that in view of the observation of the Hon'ble Supreme Court this Tribunal ought to have allowed it to lead evidence both on the question of maintainability of the reference as well as on merit. That having not been done all the issues involved in the reference can not be answered in either way. I am not prepared to accept such contention of the management for the reasons set-out below.

The finding dated 9-3-87 of this Tribunal on two issues as aforesaid was challenged by the management in the Hon'ble High Court by way of writ. Having heard the parties, their Lordship refused to interfere with the findings and dismissed the writ. Against the said order of the Hon'ble Court, the management filed a special leave petition before the Apex Court. From the xerox copy of the order of the Hon'ble Supreme Court, it transpires that the management withdrew the said special leave petition. While allowing the prayer for withdrawal the Hon'ble Supreme Court observed that it is open to the parties to agitate whatever issues there are in the reference before the appropriate Court. The management intending to take advantage of this observation submitted that by necessary implication the Hon'ble Supreme Court has set-aside the judgment passed by the Hon'ble Court. This submission, as I have already said can not be accepted. If at all the management had valid legal points to challenge the findings of the Hon'ble Court, the special leave petition could have been allowed. From the aforesaid observation of the Hon'ble Supreme Court what I gather is that it is for the parties to agitate the remaining issue which is yet to be decided by this Tribunal.

4. From the available evidence it is now to be seen whether denial of employment to these two workmen is legal and justified.

The management on whom onus lies to prove the same did not choose to lead any evidence. On the other hand, both the workmen in their evidence have stated that as they demanded for increase of their wages the management terminated their services. In this view of the matter, I hold that the action of the management in doing away with the job of these two workmen has no sanction under law and therefore for the same has to be held to be illegal and unjustified.

5. The next question that falls for consideration is whether after being denied of their services both the workmen were employed elsewhere or remained unemployed. One of the workmen Sri Bhulu Ghana speaks that since disengagement from services both of them are unemployed. This evidence of his could not be shaken by the management during cross-examination. On the other hand the management by examining MW-2 made a feeble attempt to prove that Bhulu Ghana is a man of means and is employed MW-2 speaks that Sri Ghana owns 4 mans of land where he raises various crops. During cross-examination he would admit that he has not seen the land of Sri Ghana and whatever he has stated is all hearsay. This being the sum total of the evidence and in view of the unchallenged testimony of Sri Ghana that both he and his other colleague are unemployed since disengagement, I have no other option but to give a finding in affirmative in their favour.

6. On a conspectus of the evidence, as discussed above, I hold that denial of employment to both the workmen being illegal and unjustified they are entitled to reinstatement in service with full back wages. They be reinstated and their back wages be paid from the date of their removal i.e., 10-9-79. Payment be made within three months from the date of publication of the Award.

The earlier order passed by this Tribunal on 9-3-87 be treated as part of this Award.

R. K. DASH, Presiding Officer

Copy of the Order passed by the Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar on 9-3-87 in I.D. Case No. 8/80 (C)

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR  
PRESENT :

Shri R. N. Panda, M.A., LL.B., Presiding Officer, Industrial Tribunal, Bhubaneswar

Industrial Dispute Case No. 8 of 1980 (Central)

Bhubaneswar, the 9th March, 1987

BETWEEN

Management of Jilling Longalota Iron Mines of M/s.

S. Lal and Co. Ltd. Barbil First Party.

AND

Sri Gopal Chandra Patra,  
Sri Bhulu Ghana,  
Represented by the General Secretary,  
North Orissa Workers Union, P.O. Rourkela-12,  
Dist. Sundergarh ... Second Party.

APPEARANCES :

Shri N. C. Saha, Director, Sri S. K. Jain, Vice-President—  
for the First Party.

Sri B. S. Pati, General Secretary—for the Second Party.

ORDER

1. This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 made by the Central Government for adjudication of the dispute vide order No. L-26011/7/80-D.III (B), dated 25th July, 1980. The schedule of reference is as follows :—

“Whether denial of employment to Shri Gopal Chandra Patra and Shri Bhulu Ghana, Blasting helper and Lineman respectively by the Management of Jilling Longalota Iron Mines of M/s. S. Lal and Co. Ltd., Barbil from 10-9-79 is justified? If not, to what relief they are entitled?”

2. The case of the workmen namely Gopal Chandra Patra and Bhulu Ghana is that they were working under the Management as Helper and Lineman respectively, for a period of five years. As they demanded revision of wage rates and other benefits, the Manager refused them employment with effect from 10th September, 1979. They also raised the dispute before the Assistant Labour Commissioner. The Management refused to attend the Conciliation proceeding. The Labour Enforcement Officer, Barbil enquired into the

matter of wage rate and employment of the workmen on 2-12-79, and submitted his report of enquiry which is enclosed as Annexure-I. The action of the Management it is stated is illegal.

3. The Management's stand is that the order of reference made at the instance of the North Orissa Worker's Union is not maintainable. This Union is a foreign union and is not a representative Union of the Company's workers. The workman in question were at no point of time in the employment of the Management and the question of refusal of their employment by the Management at any time does not arise. In the early part of the year 1979 when the North Orissa Worker's Union had raised the dispute with the Management, the Management vide its letter dated 19th October, 1979 had categorically stated and denied that the workers named by the said Union had at no point of time been in their employment. The other allegations made in the written statement by the workmen have been denied.

4. The first question for consideration is whether the members of the second party were workmen under the Management. In this connection we have both oral and documentary evidence. The workman Gopal Chandra Patra has stated that he worked as a Blaster Helper under the Management for five years on a daily wage of Rs. 4. When he demanded increase in this wage his services were terminated. In cross-examination he has given details of the work he was required to do as a Blaster Helper. The witness No. 2 is the other workman who claims to have worked under the Management as a Line Man for about 5 years. He has no doubt admitted that he was working as a casual worker. But as it appears from his cross-examination that he worked as such continuously for five years. The witness No. 3 who is a Chalan mate under the Management says that Gopal Chandra Patra was working as Blaster Helper and Bhulu Ghana was working as a Line Man, and they had worked under the Company for about five to six years. It has been elicited from his cross-examination that he and two other workman were working at the same place. Witness No. 4 is a Chaukidar under the Management. His evidence is that both the workmen were working under the Management on a daily wage of Rs. 4. The Labour Enforcement Officer as witness No. 5 has stated that he had visited the mines to enquire as to whether these two workmen were the workers under the First Party. During enquiry he obtained the statements of two workmen and also ascertained from the other workmen present at the spot. He has proved Exts. 2 and 3 which are the carbon copies of the original statements recorded by him during the enquiry. As against the above evidence the Management has only examined ex-Manager who says that these two workmen never worked under the Management. He has further stated that the Labour Officer checked all the registers and did not find the names of these workers in the 'B' register. It has however not been suggested to the Labour Officer that he had verified such register and did not find the names of the two workmen in the 'B' register. That apart the Management does not choose to produce its own records to indicate that these two workmen were never under the employment of the Management. On a consideration of the evidence adduced by both the parties I am inclined to hold that the members of the Second party were workmen under the Management. In view of this finding their evidence that their services have been terminated by the Management has to be accepted.

5. The next question is about the maintainability of the reference. The case of the Management is that the North Orissa Workers Union is a foreign Union and is not the representative of the workmen. It is also said to be a Union not recognised by the Company. The workmen in their cross-examination have stated that they are members of the North Orissa Workers Union. It can not therefore be said that the Union could not have espoused his cause. Moreover this is a dispute as mentioned in the reference between the employer and the workmen. As provided in Section 2(a) of the Industrial Disputes Act the workmen in case of denial of employment could raise their dispute individually and as such the dispute can not be said to be not an industrial dispute. The reference is therefore maintainable.

6. While considering the question of relief it is seen that the parties have neither pleaded nor adduced any evidence as

to the gainful employment of the workmen during the period in question. I would therefore before finally disposing the matter call upon the parties to adduce evidence on the question of gainful employment. Inform both the parties.

Transcribed to my dictation and corrected by me.  
Dated : 9-3-1987.

R. N. PANDA, Presiding Officer

नई दिल्ली, 16 जून, 1992

का. आ. 1841:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जिलिंग लोणालोटा आयरन माइन्स आफ मै. एस. लाल एण्ड क. लि. बरबिल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, सुबनेश्वर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 15-6-92 को प्राप्त हुआ था।

[संख्या एल-16012/14/80--डी-III (बी)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 16th June, 1992

S.O. 1841.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Bhubaneswar as shown in the Annexure in the industrial dispute between the employers in relation to the management of Jilling Longalota Iron Mines of M/s. S. Lal and Company Ltd. Barbil and their workmen, which was received by the Central Government on 15-6-1992.

[No. L-26012/14/80-D.III (B)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR PRESENT :

Sri R. K. Dash, LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 3 of 1981 (Central)

Bhubaneswar, the 30th May, 1992

#### BETWEEN

The Management of Jilling Longalota Iron Mines of M/s. S. Lal and Company, (subsequently re-named as Essel Mining and Industries), Barbil, Dist. Keonjhar

.. First Party-management.

#### AND

Their workman Sri Sunil Kumar Pradhan, represented through North Orissa Workers Union, P.O. Rourkela,

Dist. Sundergarh

.. Second Party-workman.

#### APPEARANCES :

Sri K. K. Sen Gupta, Legal Asst.—for the first party-management.

Sri B. S. Pati, General Secretary of the Union—for the second party-workman.

#### AWARD

This is a reference made by the Central Government u/s 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947) to adjudicate the dispute as to whether the action of the management of M/s. S. Lal and Company (subsequently re-named as Essel Mining and Industries), owner of Jilling Longalota Iron Mines refusing employment to Sri Sunil Kumar Pradhan, a Driller with effect from January 1980 is legal and justified.

2. It is needless to make a reference to the pleadings of the parties as because the same have been succinctly stated by this Tribunal in the earlier order dated 9-3-87.

On filing of the written statement by the parties, hearing on merit was taken-up. While challenging the maintainability

of the reference the management pleaded that Sri Pradhan was never employed as a workman under it. On an appraisal of the evidence adduced by the parties, this Tribunal while deciding the reference maintainable held that the workman was an employee of the management and denial of employment to him was unjustified. However, the reference could not be fully and finally disposed of and award passed as evidence was lacking as to whether the workman had been gainfully employed subsequent to his disengagement. Feeling aggrieved by this order the management moved the Hon'ble High Court in a writ which was dismissed in 1991. As the Hon'ble Court directed to dispose of the case within three months from the date of appearance of the parties, they were given due opportunity to lead evidence on the question of gainful employment. As the management did not turn-up the workman gave his own evidence whereafter argument was heard and date was fixed for passing award. Subsequently the management appeared and prayed to allow it to participate in the hearing before passing award. Having heard the parties order was passed allowing the management to have its say. Thereafter the management cross-examined the workman and also led evidence by examining a witness to prove that the workman was not unemployed.

3. It is contended on behalf of the management that in view of the observation of the Hon'ble Supreme Court this Tribunal ought to have allowed it to lead evidence both on the question of maintainability of the reference as well as on merit. That having not been done all the issues involved in the reference can not be answered in either way. I am not prepared to accept such contention of the management for the reasons set-out below.

The finding dated 9-3-87 of this Tribunal on two issues as aforesaid was challenged by the management in the Hon'ble High Court by way of writ. Having heard the parties, their Lordships refused to interfere with the findings and dismissed the writ. Against the said order of the Hon'ble Court, the management filed a Special Leave Petition before the Apex Court. From the xerox copy of the order of the Hon'ble Supreme Court, it transpires that the management withdrew the said special leave petition. While allowing the prayer for withdrawal the Hon'ble Supreme Court observed that it is open to the parties to agitate whatever issues there are in the reference before the appropriate Court. The management intending to take advantage of this observation submitted that by necessary implication the Hon'ble Supreme Court has set-aside the judgment passed by the Hon'ble High Court. This submission, as I have already said, can not be accepted. If at all the management had valid legal points to challenge the findings of the Hon'ble Court, the special leave petition could have been allowed. From the aforesaid observation of the Hon'ble Supreme Court what I gather is that it is for the parties to agitate the remaining issue which is yet to be decided by this Tribunal.

4. Onus being on the management to prove the legality and justifiability of refusal of employment to the workman, no evidence worth the name has been adduced in that regard. In this view of the matter, I answer the reference in favour of the workman and hold that the action of the management refusing him employment is illegal and unjust.

5. As regards the question of gainful employment is concerned, the workman (W.W. No. 1) in his evidence would say that since termination of his services i.e. from January, 1979 he is unemployed. Though he searched for a job but he could not be able to get. This evidence of his could not be shaken by the management during cross-examination. The management on the other hand by examining MW-2 made in attempt to prove that the workman is an employed one. The aforesaid witness though speaks that the brother-in-law of the workman owns a hotel but he does not say that the workman has been employed there. To a Court question, he speaks that he has neither the houses of the workman nor can he say as to how the workman maintains himself. This being the sum total of the evidence of the management in view of the sworn unchallenged testimony of the workman that he is unemployed since disengagement, I have no other option but to give a finding in affirmative in favour of the workman.

6. On consideration of the materials as discussed above, I hold that refusal of employment to the workman being illegal and unjustified, he should be reinstated in service and paid back wages from the date of his removal i.e., from January 1980. Payment of back wages be made within three months from the date of publication of the Award.

The earlier order passed by this Tribunal on 9-3-87 be treated as part of this Award.

Dictated and corrected by me.

Dated : 30-5-1992.

R. K. DASH, Presiding Officer

Copy of the order passed by the Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar on 9-3-87 in I. D. Case No. 3 of 1981(C)

#### INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

#### PRESENT :

Shri R. N. Panda, M.A., LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 3 of 1981 (Central)  
Bhubaneswar, the 9th March, 1987

#### BETWEEN

The Management of Jilling Longalota Iron Mines of M/s.  
S. Lal and Co. Barbil ... First Party.

#### AND

Sunil Kumar Pradhan, Driller, Represented by the General  
Secretary North Orissa Workers Union, P.O. Rour-  
kela iDist. Sundergarh ... Second Party

#### APPEARANCES :

Sri N. C. Saha, Director,

Sri S. K. Jain, Vice-President—for the First Party.

Sri B. S. Pati, General Secretary—for the Second Party.

#### ORDER

1. This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 made by the Central Government for adjudication of the dispute vide Order No. L-26012/14/80-D.III (B) dated 28th January, 1981.

The Schedule of reference is as follows :—

"Whether the action of the management of Messrs S. Lal and Company, Owner of Jilling Longalota Iron Ore Mines in refusing to employ Shri Sunil Kumar Pradhan, Driller with effect from January, 1980 is justified? If not, to what relief is the concerned workman entitled?"

2. The case of the workman namely Sunil Kumar Pradhan is that he was working under the Management as Driller. He demanded revision of his wage rate and for other facilities as applicable to the establishment. The Management without considering his grievances denied him work with effect from 15th January, 1979 without any written order. He reported to the Manager who informed him that the matter has been referred to the Head Office and on receipt of reply he would be called for duty. Since no action was taken by the Management this workman approached the Union who raised the dispute. The L.E.O. Barbil enquired into the matter on 5-5-1980. His enquiry report is enclosed as Annexure-I. It is further contended that the first party was maintaining daily drilling report under the signature of the Supervisor and the name of the workman finds place in that report. This issue was referred to the Asst. Labour Commissioner who started the conciliation proceeding which culminated in this reference.

3. The Management while denying the allegations made in the written statements contends that this workman was never under its employment. It is stated that the Management relies upon the report of the conciliation Officer dated 22nd September, 1978 wherein the conciliation Officer inter alia stated that the Company should produce form 'B'

register of Jilling Longalota Mines, which contains 619 names and the name of this workman does not find place in that register. The maintainability of this reference has also been challenged.

4. The first question that arises for consideration is whether the Second Party was a workman under the Management. This takes us to the evidence both oral and documentary adduced by the parties. The workman himself has stated that he served under the First Party for about four years as a Driller. His services were terminated on 15-1-1979 when he demanded wages at an enhanced rate. He reported the matter to the Labour Officer who enquired into the matter. He has also proved the drilling report vide Ext. 1 which he claims to have brought from the site office. The witness No. 2 has deposed that the Second Party Sunil Kumar Pradhan was serving as a Driller under the First Party for about four years. He has proved the drilling report (Ext. 1). In his cross-examination this witness has stated that the second party-workman had worked for more than three years continuously. It is no doubt his evidence that he has been charged for non-performance of his duty. But that alone would not detract from the value of his evidence which does not suffer from any infirmity. The Labour Officer, a witness No. 3 for the workman has stated that he had enquired into the allegation of the workers regarding non-payment of prescribed wages and during that enquiry he had prepared Ext. 2. Ext. merely contains the statement of the workman and another witness and is therefore of no evidentiary value. It only gives an indication that the Second Party, a workman under the Management had complained about the less payment of wages and also about the termination of his services. Added to the oral evidence of the workman and his witnesses we have the daily drilling report (Ext. 1) which clearly indicates that the Second Party Sunil Kumar Pradhan was working as a Driller. Nothing has been placed on record to disbelieve the entries made in Ext. 1 which bears the signatures of the Drilling Supervisor.

5. On behalf of the Management one ex-Manager has been examined who has stated that during enquiry by the Labour Enforcement Officer the 'B' Register maintained by the Management was verified and in that register the name of the Second Party did not appear. It was however not clearly suggested to the Labour Officer that such a register was inspected by him. On the other hand it was elicited from the Labour Officer that he verified some of the records of the Company but did not find the name of the worker in those records. It may be that the Labour Officer looked into some other records of the Company where the names of any of the workers were required to be mentioned. It was for the Management to produce the 'B' register before the Tribunal and show that the second party was not one of their workers. On a consideration of the evidence I am inclined to hold that the second party was working as a Driller under the First Party. That being the finding the evidence of the workman that his services were terminated with effect from 15-1-1979 has to be accepted.

6. The next question is about the maintainability of the reference. The case of the Management is that the North Orissa Workers Union is a foreign Union and is not the representative of the workman. It is also said to be a Union not recognised by the Company. On behalf of the workman no evidence has been adduced to show that the workman was also member of the North Orissa Workers Union. It can not therefore be said that the Union could have espoused his cause. But the fact remains that this is a dispute as mentioned in the reference between the employer and the workman. As provided in Section 2(a) of the Industrial Disputes Act the workman in case of denial of employment could raise their dispute individually and as such the dispute can not be said to be not an industrial dispute. The reference is therefore maintainable.

7. While considering the question of relief it is seen that the parties have neither pleaded nor adduced any evidence as to the gainful employment of the workmen during the period in question. I would therefore before finally disposing the matter call upon the parties to adduce evidence on the question of gainful employment. Inform both the parties.

R. N. PANDA, Presiding Officer

नई दिल्ली, 18 जून, 1992

का. आ 1842—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलेकॉम, एन टी आर फिदबाई भवन, नई दिल्ली के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण खंडीयक के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 16-6-92 को प्राप्त हुआ था।

[सं गण-40012/35/89-डी 2 (बी) (पीटी)]

के. वी. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 18th June, 1992

S.O. 1842.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D/o Telecom. NTR Kidwai Bhawan and their workmen, which was received by the Central Government on 16-6-92.

[No. 40012/35/89-D.II(B)(PT)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL-CUM-LABOUR COURT, CHANDIGARH

Case No. LD 173/89

Jas Ram Singh.

Versus

Telecommunication.

For the workman.—Shri C. L. Aggarwal.

For the management.—Shri I. S. Sidhu.

## AWARD

Central Government vide gazette Notification No. L-40012/35/89/D.2(b) dated 23rd October, 1989 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the G.M. (Maintenance) Deptt. of Telecommunication, NTR Kidwai Bhawan New Delhi in terminating the services of Shri Jas Ram Singh son of Shri Ved Ram casual worker w.e.f. 16-6-1987 is just, fair, and legal? If not, to what relief the workman concerned is entitled to?”

2. In the claim statement filed by the workman it has been alleged that he was working with the respdt. management since 1-2-1986 under Asstt. Engineer, Coaxial maintenance, Sector-15A Faridabad having uninterrupted record of service to his credit. It was alleged that his services were terminated w.e.f. 16-6-1987 without assigning any valid reason. It was also alleged that he has acquired the status of a permanent workman after completion of 240 days in 12 calendar months and his removal from service in the manner as done is wholly illegal and mala fide. It was also alleged that the impugned termination of service is violation of Section 25F, G & H of the I.D. Act, 1947. It was also alleged that the workman remained unemployed since his termination i.e. 16-6-1987 and prayed that he be reinstated with continuity of service with full back wages.

3. The respondent management filed written statement and contested the claim of the workman. The stand of the petitioner that he joined the respdt. management on 1-2-1986 is not controverted in written statement. However the plea was taken that the services of the petitioner were terminated on 16-6-1987 after serving one month notice as per policy of the department, which was circulated vide dated 2-6-1987. Further stand was taken that the workman was engaged purely on daily rated basis and his termination was purely administrative decision in the exigencies of services and his work was of purely casual nature and there is no violation of

I.D. Act 1947. It was also denied that any junior to the workman have been retained. Further the stand was taken that one month notice was served to the workman which was received on 17.5.1987 and prayed for the dismissal of the reference.

4. Replication was also filed reiterating the claim made in the statement of claim.

5. In support of his case the petitioner filed his affidavit Ex. W1 reasserting the contents of the claim statement and produced himself as WW1. In cross examination he admitted that the one month notice was given to him.

The respondent management produced Shri K. I. Mohar Asstt. Engineer Maintenance who filed his affidavit Ex. M1 and produced himself as MW1. In cross examination he has admitted circular Ex. W1/M2. He also admitted Ex. W1/M1 the muster roll (This exhibit has been deleted from the evidence as inadvertently marked in his evidence as the same was not referred by the workman on the basis of the application moved by the petitioner and agreed by the management). He has also admitted in the cross-examination that no retrenchment compensation was paid to the workman at the time of his termination.

4. I have heard both the parties and gone through the record and evidence of the parties. Counsel for the workman has laid a stress that there is clear violation of Section 25-F of the Act as by own admission of the management no retrenchment compensation was given to the petitioner at the time of his retrenchment. On the contrary the respdt. management taken up the stand that the petitioner was duly served one month notice before the termination and was retrenched on the basis of the circular dated 2-6-1987 which has been exhibited as W1/M2. After perusing the record the stand taken by the Respdt. management is rejected outrightly because by way of their own admission in their written statement it is quite clear that the petitioner has worked for more than 240 days continuously as the same has not controverted by the management in the written statement and the circular relied upon by the management is also clearly stated that the daily rated mazdoor recruited after 31st March 1985 has to be retrenched immediately after observing the necessary formalities; meaning thereby after complying with the provisions of Section 25-F. All the three sub-sections of Section 25-F are to be complied simultaneously and at a time. The respdt. management can not wash their hands off only by giving one month notice and not paying the retrenchment compensation. Mr. K. L. Mohar Asstt. Engineer admitted that no retrenchment compensation was paid to the workman establishes that there is violation of Section 25-F of the I.D. Act in not paying retrenchment compensation to the workman. If the services of the workman are no longer required and has to be retrenched as per circular the respdt. management ought to have complied with the provisions of the Act in paying retrenchment compensation while terminating the services of the petitioner complying the provisions of Section 25-F of the Act in toto and not in parts.

7. In view of the discussion made in the earlier paras. the termination of the services of the petitioner is certainly violative of Section 25-F of the I.D. Act and is set aside. The petitioner is re-instated with continuity of Service with full back wages.

Chandigarh

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 18 जून, 1992

का. आ 1843—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलेकॉम डिपार्टमेंट ऑफ टेलेकॉम, नई दिल्ली के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण खंडीयक के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 16-6-92 को प्राप्त हुआ था।

[सं गण-40012/116/88-डी-2-(बी) (पीटी)]

के. वी. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 18th June, 1992

S.O. 1843—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Dist. Engineer, Rohtak and their workmen, which was received by the Central Government on 16-6-92.

[No. L-40012/116/88-D II(B)(Pt.)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. I.D. 179/89

BAI BIR SINGH

VERSUS

Telecommunication

For the workman.—Shri C. P. Aggarwal.

For the management.—Shri I. S. Sindu.

## AWARD

Central Govt. vide gazette notification No. L-40012/116, 88-D-2(B) dated 30th October 1989 issued U/S 10(1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the telecommunication District Engineer, Rohtak in terminating the services of Shri Balbir Singh son of Shri Sampat Singh, casual worker w.e.f. 16-6-87 is just, fair and legal? If not, to what relief the worker concerned is entitled to?”

2. In the statement of claim filed by the workman it has been alleged that the petitioner was appointed on 1st of April 1985 under Assistant Engineer, Coaxial Maintenance, Sector 15-A Faridabad and had uninterrupted record of service to his credit and being treated as daily rated/casual muster roll worker and was being paid wages as fixed and revised from time to time under the Minimum Wages Act. It was further alleged that the services of the petitioner were terminated w.e.f. 16-6-1987 without assigning any valid reason. It was alleged that the action of the management is wholly illegal, bad, unjust and malafide and in violation of article 14 and 16 of the Constitution of India and it was further alleged that the junior to the petitioner were in service. It was further alleged that no notice was given to the workman and neither the retrenchment compensation was given at the time of the termination and thus the respondent management has violated the provisions of Section 25-F, G & H of the I.D. Act 1947 and the petitioner remained unemployed since June 1987 and prayed for the reinstatement of the petitioner with continuity of service with full back wages

3. The claim of the petitioner was contested by the management in which the management has admitted that the petitioner had worked for 471 days as daily rated upto 16-6-1987 and his services were terminated after serving on 17-5-1987. Further management took the stand that the work of the petitioner was purely of casual nature and he was employed for the same and there is no violation of Section 25-F, G and H of the I.D. Act 1947. as he was served one month notice prior to his termination.

4. Replication was also filed reiterating the claim made in the statement of claim.

5. In support of his case the petitioner filed his affidavit Ex. W1 in which he has re-asserted the contents in the

claim statement. In cross examination he has admitted that one month notice was given to him. He has denied that he was offered payment of retrenchment compensation which he refused.

The management has produced Shri K. L. Mohar, Asstt. Engineer who filed his affidavit Ex. M1 and produced himself as MW1 in which he has stated that the services of the petitioner were terminated w.e.f. 16-6-1987 after one month notice and this was done on the basis of policy, circulated on 2-6-87. In cross-examination he had admitted the copy of muster roll Ex. W1/M1 and copy of the circular Ex. W1 M2. He has also admitted that no retrenchment compensation was paid to the workman.

6. Both parties have addressed arguments. I have heard both the parties and gone through the record and evidence. Counsel for the petitioner has laid a stress that there is clear violation of Section 25-F of the Act as by own admission of the management no retrenchment compensation was given to the petitioner at the time of his retrenchment. On the contrary the respdt. management has taken up the stand that the petitioner was duly served one month notice before the termination and was retrenched on the basis of the circular dated 2-6-1987 which has been exhibited as W1/M2. After perusing the record, the stand taken by the respdt. management is rejected outrightly, because as per muster roll Ex. W1/M1 it is quite clear that the petitioner has worked for more than 240 days continuously and the circular relied upon by the management is also clearly stated that the daily rated mazdoors recruited after 31st March 1985 has to be retrenched immediately after observing necessary formalities meaning thereby complying with the provisions of Section 25-F. All the three sub sections of Section 25-F are to be complied simultaneously and at a time. The respdt. management can not wash their hands off only by giving one month notice and not paying the retrenchment compensation. Mr. K. L. Mohar, Asstt. Engineer admitted that no retrenchment compensation was paid to the workman establishes that there is violation of Section 25-F of the I.D. Act in not paying retrenchment compensation to the workman. If services of the petitioner are no longer required and has to be retrenched as per circular the respondent management ought to have complied with the provisions of the Act in paying retrenchment compensation, while terminating the services of the petitioner complying the provisions of Section 25-F of the Act in toto and not in parts.

7. In view of the discussion made in the earlier paras, the termination of the services of the petitioner is certainly violative of Section 25-F of the Act and is set aside. The provisions of Section 25-F of the Act in toto and not in back wages.

Chandigarh

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 19 जून 1992

क्र.सं. 1844—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार सब डिडीजनल आफिसर (टेली ग्राफ) रतनगंज के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पक्षपक्ष को प्रकाशित करने है जो केन्द्रीय सरकार को 18-6-92 को प्राप्त हुआ था।

[ सं. एन-40012/157/89-डी-2 (बी)पार्ट.]

के बी बी उष्णी, डेस्क अधिकारी

New Delhi, the 19th June, 1992

S.O. 1844—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to

the management of SDO (Telegraph) Ratlam and their workmen, which was received by the Central Government on 18-6-92.

[No. L-40012/137/89-D.II(B)(Pt.)]  
K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE HON'BLE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(164)/1990

#### PARTIES :

Employers in relation to the management of Sub-Divisional Officer (Telegraph) Ratlam (M.P.) and their workmen Shri Noor Afjal S/o. Fazal Mohammad, represented through the Circle Secretary, Bhaiya Telephone Karamchari Sangh (BMS), South T. T. Nagar, Bhopal (M.P.) 46200.

#### APPEARANCES :

For Workmen.—Shri B. L. Tiwari.

For Management.—None.

INDUSTRY : Telegraph DISTRICT : Ratlam (M.P.)

#### AWARD

Dated : May 12th 1992

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-40012/137/89-D-2(B) dated 11-7-1990, for adjudication of the following dispute :—

#### SCHEDULE

"Whether the action of the management of the Sub-Divisional Officer (Telegraph), Ratlam Div. in terminating the services of Shri Noor Afjal S/o. Sh. Fazal Mohammad is justified? If not, to what relief the workman is entitled for?"

2. In the instant case, management did not join the proceedings and ultimately vide proceedings dated 5-3-1992 the case proceeded *ex parte* against the management

3. The case of the workman in brief is that the workman concerned was working on daily wages with the management of Sub-Divisional Office (Telegraphs) Ratlam Division from March 1986 till May 1987 continuously i.e. for 406 days and for more than 100 days as Additional A.C.G. 17. Thus he continuously worked for more than 508 days. His services are said to have been abruptly terminated without complying with the provisions of Sec. 25-F of the Industrial Disputes Act, 1947. As such he is entitled to be reinstated with all back wages and consequential benefits.

4. The workman has filed his Affidavit in support of his case, as also connected documents A B & C.

5. From the evidence of the workman it is established that the workman worked from July 1975 continuously till May 1987. He worked 437 days. It follows that the workman had worked for more than 240 days continuously before his services were terminated. The workman has further stated on oath that he has neither been given any notice nor notice pay. Obviously, there is violation of Sec. 25-F of the I.D. Act and the workman is entitled to be reinstated. Since the date of his termination has not been given therefore his reinstatement shall be deemed to be from the date of reference i.e. 11-7-1990 and he will be entitled to wages from this day onwards.

6. Looking to his continuity in service he should be considered for regularisation. The reference is accordingly answered as follows :—

1653 Q1/92—4.

The action of the management of the Sub-Divisional Officer (Telegraph), Ratlam div. in terminating the services of Shri Noor Afjal S/o. Sh. Fazal Mohammad is not justified. He is entitled to be reinstated from the date of reference i.e. 11-7-1990 with all back wages and consequential reliefs. Looking to his continuity in service management should consider him for regularisation. No order as to costs.

V. N. SHUKLA, Presiding Officer

नई दिल्ली, 19 जून 1992

हा. प्र. 1945 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का प्रा. 17 के अनुसरण में, केन्द्रीय सरकार डिपार्टमेंटल कैंटीन, मल्लागंज पोस्ट ऑफिस, दिल्ली के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचवट का प्रकाशित करती है, जो केन्द्रीय सरकार को 18-6-92 को प्राप्त हुआ था।

[सं. एन-40011/8/89-आईआर (डी. यू.) (पार्टी)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 19th June, 1992

S.O. 1845.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Departmental Canteen Malka Ganj Post Office Delhi and their workmen, which was received by the Central Government on 18-6-1992.

K. V. B. UNNY, Desk Officer  
[No. L-40011/8/89-IR(DU)(Pt.)]

#### ANNEXURE

BEFORE SHRI GANPATISHARMA : PRESIDING OFFICER - CENTRAL GOVT. INDUSTRIAL TRIBUNAL

NEW DELHI

I D. No 12/91

In the matter of dispute between :

S/Shri Ashok Kumar s/o Shri Babu Ram, Tea Maker and Shri Hari Babu s/o Shri Kiroori Mal, Washman, posted in Departmental Canteen/Tiffin Room, Malka Ganj Post Office, Delhi—as represented by the Delhi Labour Union, Aggarwal Bhawan, G. T. Road, Tis Hazari, Delhi-110054.

Versus

M/s. Posts & Telegraphs Department, through the Chairman, Departmental Canteen, Malka Ganj, Post Office, Delhi-110007.

#### APPEARANCES :

Shri C. P. Aggarwal for the workmen.

None for the management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40011/8/89-IR(D.U) dated 4-2-91 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the denial of salary in proper pay scale, Leave facilities and Medical facilities to S/Shri Ashok Kumar s/o Shri Babu Ram (Tea Maker) and Hari Babu s/o Shri Kiroori Mal (Wash Man) employed in Departmental Canteen, by Superintendent, Malka Ganj Post Office is legal and justified? If not, to what relief the workmen are entitled?"

2. The workmen in the statement of claim alleged that they joined the employment of the departmental Canteen Malka Ganj Post Office on 29-9-82 and 7-12-83 respectively and were continuously working as such. The counterparts

of the workmen working in other Departmental Canteens run by the Central Government were getting their salaries in the pay scale of 750—940 and were getting all other benefits. The workmen were not being paid other benefits and hence this reference.

3. Notice was given to the management but none appeared on 12-7-1991 when the management was again served with registered A. D. notice again none appeared on their behalf and the management was ordered to be proceeded against ex parte.

4. Both the workmen appeared as their own witness as WW1 and WW2 and filed affidavit in support of their evidence.

5. Representative for the workmen has brought to my notice a notification of the department of Personnel & Administrative Reforms dated 11th December, 1979 No. 6(2)/23/77-Welfare which runs as follows :—

"It is hereby notified for the information of all concerned that the Government of India have taken a decision to treat, with effect from the 1st day of October, 1979, all posts in the canteens and tiffin rooms run departmentally by the Government of India as posts in connection with the affairs of the Union. Accordingly present and future incumbents of such posts would qualify as holders of civil posts under the Central Government. Necessary rules governing their conditions of service will be framed under proviso to article 209 of the Constitution to have retrospective effect from 1st day of October, 1979."

6. From the evidence produced by the workmen in their affidavit and in the light of this notification and none having appeared on behalf of the management to show any justification of not giving the workmen pay scale and other benefits as claimed by them. I, therefore, order that the workmen were justified in asking for the pay scale and other benefits. This reference is answered ex parte against the management. Parties are, however, left to bear their own costs.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 19 जून 1992

का.सं. 1846. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, यूनाइटेड बैंक ऑफ इण्डिया के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक आधिकारण, नई दिल्ली के पंचपट की प्रकाशित करता है, जो केन्द्रीय सरकार की 18-6-92 की प्राप्ति हुआ था।

[संख्या एन-12012/242/88-डी-2 (ए)]

के.वी.बी. उन्नी, डेस्क ऑफिसर

New Delhi, the 19th June, 1992

S.O. 1846.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial dispute between the employers in relation to the Mgt. of United Bank of India and their workmen, which was received by the Central Government on the 18-6-92.

[No. L-12012/242 88-D.II(A)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVT. INDUSTRIAL TRIBUNAL.

NEW DELHI

I.D. No. 132/88

In the matter of dispute between :

Shri Lajpat Singh, Head Cashier, United Bank of India, Chandigarh Branch, Chandigarh.

Versus

United Bank of India, as represented through their Assistant General Manager, United Bank of India, 15-16, Agarwal Bhavan, Nehru Place, New Delhi-110019.

#### APPEARANCES :

Shri B. Chattopadhyay for the workman.  
Shri R. R. Roy for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/242/88 D2(A) dated 29th November, 1988 has referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the management of United Bank of India, New Delhi in imposing the penalty of stoppage of two annual increments of salary with cumulative effect upon Sh. Lajpat Singh, Head Cashier is justified? If not, to what relief is the workman concerned entitled?"

2. In the statement of claim it was alleged that the workman was appointed as cash clerk in United Bank of India and was posted as Head Cashier at Chandigarh. He was active worker and office bearer of the United Bank of India Sramik Karmachari Samity, called 'UBISKS'. Even since the formation of this Union the authorities of the bank had been indulging into unfair, double standards and discriminatory practices against the members of the Samity with mala fide intention of victimising them. In pursuance of the aforesaid unfair practice the management of the bank favoured towards Mr. S. P. Kapoor at Chandigarh branch and Punjab State Secretary of the other union known as UBIEA to oppose and favour the said union. On 17-7-82 a customer presented a withdrawal slip for Rs. 7000/- alongwith the Pass Book A/C No. 3254 over the bank's counter. On receipt of the concerned ledger keeper handed over token No. 38 to the presenter of the said withdrawal slip. The same was entered in the personal ledger of the account holder. Ledger keeper called on the passing official to release and pass for payment that entry. Mr. S. P. Kapoor hereinafter referred to as "Rival Workman", who was the passing official in the present case, released the entry from the ledger sheet and also from the respective Token Register by putting his initials on both these sheets of the Register. Further he verified, checked the specimen signatures of the customer, and he marked his initials authenticating that the withdrawal slip is in order in all respects and is ready for cash payment. After marking initials on the withdrawal slip by putting it into the token register the same was sent to the workman concerned for paying cash against the withdrawal slip to the token holder. The workman concerned, after getting the withdrawal slip duly passed for payment, called the holder of the token and in lieu of that token paid Rs. 7000/- in cash over the counter. In such case there was no other alternative with the workman concerned at the time of paying cash because the said withdrawal slip was duly passed for payment by the passing official. But on 21-7-82 Mr. Harjet Singh S. B. A/c holder of account No. 3254 complained in writing to the Bank that a sum of Rs. 7000/- has been drawn from his account by some unknown person and also that his Pass Book is also missing from Drawer of his Office Table since 16-7-82 at 5 P.M. On this complaint Management picked up workman concerned for disciplinary action. Whereas the workman concerned being the payment cashier was no where in the picture because it is the duty of the passing official to tally the signature of the customer on the instrument tendered by him, with the recorded specimen signature with the Bank. A Paying cashier cannot do any thing. He has to simply call on to the token holder and ask for how much amount taken holder tendered the instrument and after this enquiry he will make the payment to him and will take back the token. So in no way the workman concerned was responsible in the matter as complained by the customer on 21-7-1982. After receiving this complaint Branch authorities investigated into the matter and a report was sent to Bank's Head Office at Calcutta that the withdrawal slip under question was passed for payment by the rival workman. Not only this the Branch Manager made a written report to the Police Station, Central, Chandigarh.

gash stating therein that said withdrawal slip was passed for cash payment by the rival workman. Both these report were signed, as his written admissions, by the then Branch Manager of Chandigarh Branch, but during the course of enquiry proceedings the Branch Manager adduced false evidence that the said withdrawal slip was not passed for payment by the rival workman.

3. Although there was no charge against the workman concerned but to favour UBIEA and with the mala fide motive to divert the share of the punishment, attributable only to the rival workman, management issued the charge sheet upon the workman concerned on 27-6-1983. A copy of which is marked as enclosed as Annexure W-I. The workman concerned submitted his explanation to the Charge Sheet on 20-7-1983, a copy of which is enclosed as Annexure N-II. Thereafter, the Assistant Chief Officer passed an order for institution of Departmental Enquiry against the workman concerned and appointed Shri T. L. Verma as the Enquiry Officer for the purpose. The enquiry commenced on 8-10-85 and was concluded on 27-2-86. Whereafter the workman's representatives submitted his written arguments to the enquiry officer on 20-3-86. On receipt of the findings of the enquiry officer, the disciplinary authority issued a show cause notice dated 11-8-85 proposing punishment of stoppage of two annual increments with cumulative effect having the effect of postponing future increment. A copy of the said show cause notice and findings of the enquiry officer are enclosed as Annexure W-III and W-IV respectively. The workman concerned appeared before the disciplinary authority on 29-8-86 and made detailed submissions against the validity of the disciplinary proceedings taken against him. A copy of the said submissions is enclosed as Annexure W-V. The disciplinary authority made a final order dated 31-10-86 confirming the proposed punishment. A copy of the same is enclosed as Annexure W-VI. Thereafter the workman concerned submitted an appeal dated 1-12-86 to the appellate authority against the final order of the punishment. A copy of the said appeal is enclosed as Annexure W-VII. The Appellate Authority passed his non speaking orders on the said appeal on 2-2-87, a copy of which is enclosed as Annexure W-VIII. The UBISKS sent a notice of demand to the Deputy General Manager, Personnel of the Bank on 1-4-87, a copy of which is enclosed as Annexure W-IX. The matter ultimately went before Assistant Labour Commissioner (C), leading the present reference.

4. The facts of the case briefly stated herein above, the action of the Management in stopping two annual increments of the workman concerned with cumulative effect having effect of postponing future increments is challenged as being illegal, unjustified, uncalled for, victimisation on the following grounds :-

5. The charge sheet was wrong and was a deliberate violation of the rules. Enquiry proceedings conducted were all legal and arbitrary manner. Findings of the disciplinary authorities were based on no cogent evidence and the dismissal of appeal was also invalid. Punishment was inflicted on the workman concerned was also harsh and uncalled for.

6. He was Head Cashier and as per bank's policy was to perform the duties of Paying Cashier which was governed by the Manual of instructions of the bank. The manual of instructions described the duties of the Paying Cashier as follows :

"The paying cashier shall receive the cheque under his initials against the entry in token register and verify that the cheque has been posted in the ledger and passed for payment."

The entire case depends on the very fact whether the workman concerned followed the above procedure or not at the time of withdrawal slip of Rs. 7000/- which afterwards alleged as forged one by the management in the charge sheet. After conducting this enquiry the management imposed the penalty of stoppage of two annual increments of salary with cumulative effect to Jaipat Singh, Head Cashier which was not justified Hence this reference

7. The Management in reply alleged that the enquiry was conducted in a fair and proper manner. He was found guilty

by the enquiry officer and punishment was imposed upon him by the disciplinary authority which was fully justified as per gravity of misconduct committed by the workman in this case. No ground to interfere in the said punishment arises in this case and, therefore, the claim of the workman has no legs to stand upon.

8. The Management examined in support of its case Shri T. L. Verma, Chief Manager and Shri Anjan Chatterjee MW2. The workman on the other hand examined himself as WW1.

9. I have heard representative for the parties and have gone through the record.

10. The Representative for the management has urged that according to his own admission in his affidavit workman was duty bound to verify that the withdrawal slip was properly passed for payment. While performing the duties of paying cashier at Chandigarh Branch he was equally responsible to know as to which official/special assistant was empowered to pass the cheque/withdrawal slip for cash payment and to what extent. It was the workman who knew on 29-6-82 that S. P. Kapoor was delegated temporary power of passing instrument for cash payment upto a limit of Rs. 1000. Knowing fully the passing limit of Mr. Kapoor workman paid cash to the bearer of the withdrawal slip on the strength of passing made by Shri S. P. Kapoor in total disregard to his duties and in gross negligence. According to the representative for the management the bank was to incur financial loss due to gross negligence on the part of the workman and the departmental enquiry was ordered. Charge sheet dated 27-6-83 was issued and he was asked to submit his explanation. His explanation was not found to be acceptable and departmental enquiry proceedings were constituted in which Shri T. L. Verma was appointed as Enquiry Officer. Full opportunity was given by the Enquiry Officer to the workman to lead his defence and the Disciplinary Authority imposed punishment of stoppage of two increments with cumulative effect on the workman for his gross-negligence. Two witnesses MW1 and MW2 fully supported the management evidence. Penalty was rightly imposed and the management was justified in taking that action.

11. The workman on the other hand has urged that according to the manual of instructions the duties of the paying cashier were as follows :

"The paying cashier shall receive the cheque under his initials against the entry in token register and verify that the cheque has been posted in the ledger and passed for payment."

The fate of the case depends on whether the workman concerned followed the procedure or not at the time of payment of withdrawal slip of Rs. 7000 which was afterwards alleged as forged by the management in the charge sheet. It was Shri S. P. Kapoor who was the passing officer of the withdrawal slip and he passed the said slip and initialled on the ledger sheet of the account holder and also initialled token register at appropriate place. Not only this after satisfying himself about the genuineness of the drawers signatures on the withdrawal slip he initially initialled withdrawal slip making it as order for payment. The workman concerned being the paying cashier received withdrawal slip of Rs. 7000 under his initials in the token register. He verified that the said slip was passed for payment and bore the signatures of Shri S. P. Kapoor. After satisfying himself he encashed the slip. The charge sheet supplied to the workman was also defective and vague and the management representative on 27-2-86 had withdrawn the very first paragraph of the charge sheet making it confusing and very vague. There was no loss of Rs. 7000 to the management and Rs. 3000 were recovered from the culprit by the police and only a sum of Rs. 4000 was the net loss. By inflicting the punishment of two increments with cumulative effect would amount a loss of Rs. 70,000 to Rs. 80,000 to the workman. The punishment imposed on the workman was not justified and the action of the management was illegal." After careful perusal of the evidence produced and the arguments addressed by the representative for the parties and from the statement of Shri Anjan Chatterjee MW2 it was clear that the instrument was passed by Shri Sat Pal Kapoor, Special Assistant and out of the said amount Rs. 3000 had already been re-

covered. He has further stated that it was not the duty of the paying cashier to take the signatures and it was the duty of the officer passing the instruments to see whether the signatures were forged or genuine. Shri T. L. Verma, MW1 has not stated correctly that pay slip was not passed by anyone. This fact has been admitted by the other witness Shri Anjan Chatterjee MW2. A careful perusal of the entire situation leads me to the conclusion that though it was the duty of the passing officer to see the correctness or otherwise of the signatures on the instrument but it was the duty of the paying cashier also to see as to whether the passing officer was competent to pass an instrument to the extent of the said amount. If he was vigilant enough at this point it proves his negligence also. In the case in hand since the amount of Rs. 3000 has already been recovered and only Rs. 4000 was left and some action might also have been taken against Shri S. P. Kapoor also as far as the role of the present workman was concerned I think it would suffice the ends of justice if the stoppage of two increments without cumulative effect is imposed upon him. I, therefore, feel that the action of the management in imposing the punishment of two increments with cumulative effect was on the higher side and punishment of two increments without cumulative effect would meet the ends of justice. Parties are left to bear their own costs.

GANPATI SHARMA, Presiding Officer

June 1, 1992.

नई दिल्ली, 19 जून, 1992

का.आ. 1847:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, दार्जिलिङ इन्डियन कार्पोरेशन आफ इण्डिया के प्रबन्धन के संरक्षित नियंत्रण और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट की प्रकाशित करता है, जो केन्द्रीय सरकार की 18-6-92 की प्राप्ति हुआ था।

[संख्या एल-17011/6/89-आई प्रार (बैक-1)]

के बी बी उर्णा, डेस्क अधिकारी,

New Delhi, the 19th June, 1992

S.O. 1847.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on the 18-6-1992.

[No. L-17011/6/89-IR (B-D)]

V. K. VENUGOPALAN, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I D. No. 49/90

In the matter of dispute between :

Shri Yogender Kumar Rohella, Record Keeper, through the President, Meerut Division Insurance Employees' Union, C/o Divisional Office, LIC of India, Parbhat Nagar, P.B. No. 69, Meerut-250001.

Versus

The Divisional Manager, LIC of India, Divisional Office, Jeevan Parkash, Parbhat Nagar, Meerut-250001.

#### APPEARANCES :

Workman in person.

Shri Mahender Singh for the management.

Lated on workman appeared.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-17011/6/89-IR(B)-1, dated 23-2-90 has referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the management of LIC of India, Meerut in dismissing the service of Shri Yogender Kumar Rohella, Record Keeper w.e.f. 1-3-1988 is legal and justified? If not, to what relief the workman concerned is entitled?"

2. The workman in this case appeared in the court on 26-2-92 and made statement that he is not wanted to proceed with this case as he has joined his service and no dispute left. In view of this statement No Dispute exist between the parties and I therefore, pass a No Dispute Award in this case leaving the parties to bear their own costs.

27th May, 1992.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 23 जून 1992

का.आ. 1847:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, पंजाब नेशनल बैंक के प्रबन्धन के संरक्षित नियंत्रण और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट की प्रकाशित करता है, जो केन्द्रीय सरकार की 18-6-92 की प्राप्ति हुआ था।

[संख्या एल-12012/81/90-डी.आई. (ए)]

वा.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 23rd June, 1992

S.O. 1848.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Punjab National Bank and their workmen, which was received by the Central Government on the 16th June, 1992.

[No. L-12012/81/90-D.II(A)]

V. K. VENUGOPALAN, Desk Officer

#### ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. 103/90

Gurdial Singh Vs. Punjab National Bank.

For the management : Shri Manjit Singh.

For the workman : None.

#### AWARD

Central Government vide Gazette Notification No. L-12012/81/90-D.2A dated 7th August, 1990 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of PNB in dismissing Shri Gurdial Singh, Peon/Daytary at their Paddi Sura Singh Branch w.e.f. 23-8-88 is legal and justified? If not, to what relief the concerned workman is entitled and from what date?"

2. Repeated registered notices were sent to the workman. But none appeared on his behalf not the petitioner himself.

It seems that the petitioner is not interested to pursue the present case. The present reference is therefore, dismissed in default and returned to the Ministry.

Chandigarh.

12-3-1992.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 23 जून, 1992

का.प्र. 1849—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूचन में, केन्द्रीय सरकार, सिन्डिकेट बैंक के प्रबन्धन के संबंध निर्णयों और उनके कर्मचारियों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पक्षों को प्रकाशित करता है, जो केन्द्रीय सरकार को 16-7-92 को प्राप्त हुआ था।

[संख्या एल-12011/109/88-डी-2 (ए)]

श्री. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 23rd June, 1992

S.O. 1849.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Syndicate Bank and their workmen, which was received by the Central Government on the 16-6-92.

[No. L-12011/109/88-D.II(A)]

V. K. VENUGOPALAN, Desk Officer

#### ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 88/89

R. K. Ranga and S. C. Lamba

Va.

Syndicate Bank.

For the workman—Shri S. C. Lamba.

For the management—Shri K. Laxminarayanan.

#### AWARD

Central Government vide Gazette notification No. L-12011/107/88/D.II(A) dated 6th May, 1989 issued U/s 10(1)(d) of the I.D. Act, 1947, referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Syndicate Bank in not allowing special leave to Sri R. K. Ranga and Shri S. C. Lamba office bearer of the Haryana Employees Federation for the years 1985-86 is justified? If not, to what relief are the workmen concerned entitled?"

2. The management has filed a settlement Ex. X1 stating that I.B.A. has clarified that the office bearer of the Union are eligible for special leave w.e.f. 1985. The bank is prepared to sanction seven days special leave per calendar year to the above said office bearer w.e.f. 1985 till they remained office bearer of the Federation and the dispute be treated as closed.

Mr. S. C. Lamba has accepted this settlement Ex. X1 and has made statement to this effect stating that no dispute award be sent to the Ministry.

In view of the above No Dispute award is returned to the Ministry.

Chandigarh.

Camp at Delhi.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 23 जून, 1992

का.प्र. 1850—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूचन में, केन्द्रीय सरकार अमेरिकन एक्सप्रेस बैंक लिमिटेड के प्रबन्धन के संबंध निर्णयों और उनके कर्मचारियों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पक्षों को प्रकाशित करता है, जो केन्द्रीय सरकार को 16-6-92 को प्राप्त हुआ था।

[संख्या एल-12012/97/86-डी-IV (ए)]

श्री. एन. चन्दा शर्मा, डेस्क अधिकारी

New Delhi, the 23rd June, 1992

S.O. 1850.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of American Express Bank Limited and their workmen, which was received by the Central Government on the 18-6-1992.

[No. L-12012/97/86-D.IV(A)]

S. C. SHARMA, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

I.D. No. 64/87

In the matter of dispute between :

Mr. Amalendu Roy, C/o Mr. K. K. Sharma, D-37, Rajouri Garden New Delhi-110027.

Versus

The Management of American Express Bank Limited, Hamilton House, A-Block, Connaught Place, New Delhi-110001.

#### APPEARANCES:

Shri K. K. Sharma—for the workman.

Shri M. Dias—for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/97/86-D.IV(A) dated 4th August, 1987 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of American Express Bank Limited, New Delhi in terminating the services of Shri Amalendu Roy w.e.f. 26-2-1985 is justified? If not to what relief the workman is entitled?"

2. The statement of claimed filed by the workman under section 2(a) of the I.D. Act states that he joined the services of the management bank on 13-5-58 in a salary of Rs. 175 P.M. On 1st June, 1974 on the basis of marks obtained by him in written test and on consideration of qualifications and interview he was promoted as Junior Officer of 'C' Class with corresponding increase in pay and other allowances

w.e.f. 1-1-75. The nature of work performed by him was substantially of a clerical nature though he was promoted as 'C' Grade Officer. He had no administrative or supervisory position and was not holding any managerial post. He had no authority to appoint as subordinate or take disciplinary action and had no administrative control. On the other hand he used to work with other machine operators as their friends philosopher and guide. He used to stimulate and excite them for work being senior fellow employee. He, was, therefore, a workman under section 2(s) of the I.D. Act and not a supervisor as alleged by the management before the Conciliation Officer, New Delhi. On 1-1-84 his pay was brought upto Rs. 2910 P.M. On 16-5-81 he was asked to show cause for some alleged fraudulent encashment of a cheque at counter on 29-12-84 and in good faith and honest belief that it was of a routine nature, he regretted and the matter was closed. On 6-6-85 a communication was again issued narrating some lapses, which were vague and he was asked to improve. Similarly on 27-12-85 he was issued another letter stating that he was relieved from his duties with immediate effect but was asked to keep in touch with Dy. Manager, Operation, Shri P. Madhusudan. In none of these communications, he was asked to explain nor was he given any opportunity of being heard on 26-2-86. The respondent management arbitrarily and without any prior intimation or warning terminated his services with immediate effect. He then raised an Industrial Dispute before the ALC on the basis of which this reference was made.

3. The Management in reply to the statement of claim alleged in preliminary objections that Shri Amalendu Roy was an Officer and not a workman. He was promoted as 'C' Class Officer w.e.f. 1st July, 1974 and continued to perform the duties till 26-2-86. He used to perform the following duties:—

- (i) To ensure that the clerks working under his supervision post the accounting ledgers of all transactions of the branch before the close of the day strictly as per accounting instructions of the Bank.
- (ii) To ensure posting to client's ledgers of all relative debits/credits before the close of the day, checking of each posting against voucher and proving the posting totals reflected on the backing sheets with the posting on the respective general ledgers.
- (iii) To ensure the balancing of the ledgers on a daily basis for preparation of the daily statement of condition of the branch and other reports as may be required for Management's review.
- (iv) To confirm correctness of ledger balances at month end through an exhibit based on which monthly management reports on the condition of assets, liabilities and income are prepared.
- (v) To ensure that the clerks under his supervision maintain a correct and updated record of debit balances of borrowing client's accounts and that the calculation of interest on overdraft accounts by the clerks are correct.
- (vi) To organise servicing/maintaining/programming of the ledger posting machines.
- (vii) To improve methods/workflows in the department by interfacing other operational functions of the branch.
- (viii) To train and lead an efficient and integrated team of employees capable of meeting the department's goal.

Mr. Roy while discharging the duties committed grave and serious errors in mis-posting into the clients accounts amounting to Rs. 95771.85 p. thereby placing the Bank in a potential loss situation. This was duly conveyed to Mr. Roy vide letter dated 27th December, 1985. Earlier also, Mr. Roy had committed serious lapses in December, 1984 in connection with the payment of cheque of Rs. 20,180 drawn by Tata Tea Ltd. He apologised in writing and promised to be more careful.

4. In para-wise comments the management again reiterated that the workman was not performing the functions of a clerk or clerical nature but was an officer and did not fall into the category of a workman as defined in section 2(s) of the I.D. Act. He had been admittedly promoted as 'C' Class Officer w.e.f. 1-1-75. The nature of duties and the functions stated by him in Annexure I of the statement of claim were misconceived and the reply to Annexure I was as follows:—

- (a) There were five Machine Operators who reported and worked under the supervision of Mr. A. Roy. Accordingly, when these Machine Operators reported for work, they signed on the Attendance Register which was checked by Mr. A. Roy. In the event, a Machine Operator was late or desired to proceed on leave such Machine Operator was questioned by Mr. A. Roy and leave approved by him.
- (ii) Mr. A. Roy as an Officer distributed the work to the Machine Operators working under him. He decided as to which Operator will handle which accounts. He decided as to which Operator would post the vouchers of a particular series of accounts and he ensured that the respective vouchers were posted correctly in the respective accounts.
- (iii) Those accounts that have overdraft facility and draw in excess of their approved limits in such cases, Mr. A. Roy had been exercising his discretion in having such excesses permitted by having them posted in the clients ledgers. A record of such excess is maintained in a Register. It is submitted that in the Banking Industry every Officer has been delegated powers of extending limit. Accordingly, Mr. A. Roy had the powers to approve the limit, this however, was circumscribed by the Marketing Manager who was vested with higher powers of extending limit. It is further submitted that merely doing work which involves writing does not change the status of an employee from that of an Officer to a workman. The job performed by Mr. A. Roy in respect of excess limit was a very responsible job and therefore vested in an Officer.
- (iv) Mr. Roy has deliberately concealed the fact that the day to day lists of deposits were regularly received by him. It is submitted that Mr. A. Roy occasionally received the day-to-day lists of deposits. This fact, he admitted during the Conciliation proceedings but has deliberately concealed it in these proceedings for ulterior reasons.
- (v) It is admitted that Mr. Roy passed cheques upto Rupees One Lakh presented through clearing, this again is a supervisory/Officer function. In terms of the Bipartite Agreement between the All India Bank Employees Association and the Indian Bank's Association, a workman in the highest cadre (Special Assistant) has been vested with the authority to pass such cheques upto a maximum limit of Rs. 25,000 only. The admission of Mr. Roy that he was authorised to pass cheques upto a maximum of Rupees One Lakh proves beyond doubt that he is not a 'workman'.
- (vi) The inter-departmental vouchers received by Mr. A. Roy were of an occasional nature. The vouchers received were distributed to the concerned Machine Operators for posting into the clients ledgers.
- (vii) The strength of Machine Operators was always adequate. In the event a Machine Operator was absent another Machine Operator was always provided. The mere fact that Mr. A. Roy had on a particular occasion for a specific duration worked in the place of a Machine Operator would not change the status or the nature of duties primarily performed by him.

(viii) The duties of call back of ledgers with corresponding vouchers along with the Machine Operators ensures the accuracy of postings in the client's ledgers which is again supervisory/Officer's function.

(ix) The Error Register is maintained to evaluate the performance of the Machine Operators by the Officer supervising their work. The errors identified while checking are recorded in the Error Register. Memos were issued to the Machine Operators on the basis of the errors recorded by Mr. A. Roy in such Register.

(x) It is denied that Mr. A. Roy used to write the returning register. Further, it is denied that Mr. A. Roy and the duty of maintaining the Return Cheque Register (ounced/fettered). This job was performed by a clerk, Mr. A. Roy only signed the returning memo using his discretion as to which cheques were to be returned. It is a responsible supervisory function.

(xi) It is denied that Mr. A. Roy himself had been balancing the daily Savings and Current Accounts. This job is performed by the Machine Operators. As a Supervisor/Officer, Mr. A. Roy had the responsibility to ensure that the Savings and Current Accounts are correctly balanced as per the Accounting Control.

(xii) From the duties referred to in the corresponding item 13 of Annexure-1, it is evident that the duties referred to are in the nature of supervisory and administrative duties, to illustrate Mr. A. Roy admits that he used to inspect godown. Obviously, the quantum of materials stored in the godown and the responsibility thereon in respect of inspecting the godown clearly go to show that the duties performed by Mr. A. Roy were in the nature of supervisory and administrative.

(xiii) It would appear from the duties enumerated hereinabove that Mr. A. Roy in fact performed the duties of administrative and supervisory function. It would not be out of place to state that where an employee has multifarious duties and a question is raised as to whether he is a workman or someone other than workman; the Court must find out what are the primary and basic duties of the person concerned. If such a person is incidentally asked to do some other work which may not necessarily be in tune with the basic duties, these additional duties cannot change the character and status of the person concerned. The dominant purpose of employment must be first taken into consideration and the class of some additional duties must be rejected while determining the status and character of the person."

5. The workman was issued a show cause notice in respect of the fraudulent encashment of cheque at the counter on 29-12-84. He categorically admitted a lapse committed by him in this regard and regretted for the same. He was given further opportunity by the management. He did not show any improvement and in addition to the precommunication issued to Mr. Roy he had been verbally advised from time to time in respect of lapses committed by him in the discharge of his duties. Mr. Roy had promoted to tender his resignation from the service of the bank and had requested that he be allowed some time to seek alternative employment. On his refusing to tender his resignation as per his assurance the management was left with no option but to issue termination letter dated 26-2-86. The allegation made by Mr. Roy in his statement of claim were false and baseless. Termination of the services was legal just and in accordance with the principles of natural justice. He had approached the Conciliation officer in which claim was rejected and it was observed that Mr. Roy was not a workman and there was no prima facie ground for referring the matter to the Tribunal for adjudication. Thereafter again he approached the Ministry and put this reference made which was not legal and the claim of the workman deserve to be dismissed on the ground that

he was not a workman as defined in section 2(S) of the I.D. Act and further the termination was just and legal.

6. The Management is support of its evidence examined Shri G. K. Sethi MW1 while the workman himself appeared as WW1 and examined his wife Smt. Anuradha Roy as his witness. I have heard the representative for the parties and have gone through the record.

7. Representative for the management in his written arguments filed in this case reiterated what was alleged in the written statement. His main ground being the duties performed by Mr. Roy after his promotion as 'C' class Officer w.e.f. 1-1-75 till his termination. He has urged that he was performing the duties as stated in the written statement and not as interpreted in the annexure I to the statement of claim. He has reiterated all those functions which were being performed by Mr. Roy during his employment with the bank. He has also referred to the cross-examination of Mr. Roy wherein he had admitted that he was 'C' Grade Officer w.e.f. 1-4-75. He has also named five other Machine Operators working with him and admitted that there were five such machine operators. He has also admitted that he was not a member of the Trade Union of the Bank at the time of termination of his service and he remained a member from 1958 to 1975. After 1975 he did not participate in any strike of the bank till then he had been granted benefit as per Bivartite Settlement from 1975 to 1985. He had been given increment like any other officer of the bank. He has also admitted that there was nothing in writing making him incharge of 566 persons but he being senior was working with them and could be termed as incharge. He has admitted that he used to pass clearing cheques upto Rs. 1 lakh. All these things go to show that the functions performed by the applicant were that of a supervisor and not of a workman.

8. The representative for the Management has further referred to the cross-examination of Mr. Amalendu Roy wherein he has admitted the mistakes committed by him for which he had regretted. He was at present working with Maharishi Mahesh Yogi. Representative has thus urged that services of Amalendu Roy were terminated for the lapses committed by him and there was no question of any victimisation of Mr. Roy by the Management.

9. Workman representative on the other hand has urged that merely because Mr. Roy was senior Machine Operator he did not become an officer with supervisory and administrative control on the other Machine Operators. His capacity was that of first among equals and as such he could not be said to be a supervisor or performing the duties of a manager. The mere designation to an officer handling technical and mechanical instrument would not make him an officer or supervisor. Even his salary could not make him such. He was not competent to grant leave and could only recommend the same which could be granted by senior officers. He has referred to the cross-examination of Mr. G. K. Sethi, Assistant Treasurer & Manager, Operations of the management wherein he has admitted that he was not authorised to deal with the increment or transfer or disciplinary action in respect of five Machine Operators working under him. The representative has thus urged that the function being performed by Mr. Roy were clearly stated in Annexure I of the statement and he was only a workman as defined under section 2(s) of the I. D. Act and in that case his termination of service was illegal and not justified.

10. On careful perusal of the points urged before me by the representative for the parties and the record of this case I am of the view that Mr. A. Roy was not a workman as defined under section 2(s) of the I. D. Act. Section 2(s) of the I. D. Act defines the workman as follows:—

"(s) 'workman' means any person (including an apprentice) employed in any industry to do any manual, unskilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute,

or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees for mensum or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

A perusal of this would clearly show that a person who is mainly employed in managerial and administrative capacity did not fall in the definition of a workman. The workman himself in his statement of claim and in his statement in the court on oath has admitted that he was promoted as an officer 'C' class w.e.f. 1-1-75. He also admitted that simultaneously he ceased to become member of the trade union of the bank and was not governed by any Bipartite Settlement arrived at between the employees of the management. He thus became an officer and the functions of the officer as stated by the management in its written reply and enumerated in detail in the foregoing pages clearly establish that he was performing the duties of a supervisor as stated by Sh. G. K. Sethi that the duties of a workman were defined in the Bipartite agreements and Mr. Roy was not covered under that agreement. He was authorised to grant leave to the employees but though not authorised to promote. He has categorically denied that the workman was only authorised to recommend application and not sanction. Mr. Roy in his affidavit or from the other evidence on record has not been able to establish that even after promotion to the category of 'C' class officer he continued to be the workman and performed only clerical functions. The fact that there were five other machine operators and he has himself admitted that he had power to clear a cheque upto Rs. 1 lakh and among five Machine Operators he being senior most could be termed as their incharge. All these factors clearly establish that Mr. Roy was not a workman and was working as Officer of the bank, Incharge of the Machine Posting Department with 5 Special Machine Operators working directly under the supervision and control of workman, the nature of duties and work performed by him were substantially those of an officer/Manager. Earlier Mr. Roy stated in his cross-examination that he used to maintain attendance register to indicate the presence of other staff and his own name also used to be mentioned in that register but subsequently he contradicted himself and stated that his name as such was not in that register. From the evidence on the record it thus emerges that Mr. Roy admittedly at all material times was working as Officer in the bank and the nature of duties and work predominantly performed by him was managerial in nature and of officer and not that of a workman as has been sought to be made out in the statement of claim. He was in my opinion not a workman within the meaning, scope and definition of section 2(s) of the I. D. Act. The Hon'ble Supreme Court of India in number of cases has held that the nature of duties performed by an employee was the acid test to determine whether or not such employee is a workman or not. For reference AIR 1971 SC 922 may be referred. In 1969 (2) LLJ 670 the Hon'ble Supreme Court held as follows:—

"The principle which should be followed in deciding the question whether a person is employed in a supervisory capacity or on a clerical work is that if a person is mainly doing Supervisory work but incidentally or for a fraction of the time also does some Clerical work. It would have to be held that he is employed in a Supervisory capacity and conversely if the main work done is of a Clerical nature, the mere fact that some Supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a Clerk into one in a Supervisory capacity."

Mr. Amalendu Roy keeping in view my discussions above was thus not a workman.

11. Mr. Amalendu Roy had been advised time and again by the management regarding his work and conduct in July, 81. A Memo was issued by Mr. Subramaniam pointing out major errors working errors and carelessness on the part of Mr. Roy vide Ex. M-27. His performance was also below the expectation vide Ex. M-28 and during the year 1984 his performance was not satisfactory vide Ex. M2. The services of Mr. Roy were terminated by the management due to various lapses listed by them in their written statement and since Shri Roy was not a workman as defined under section 2(s) of the I. D. Act so the validity of his termination though established by the management in this case fully need not be gone into details. His termination on the grounds taken up by the management was fully justified and legal.

12. In view of my discussion above I hold that the termination of Mr. Roy was legal and justified. Parties are, however, left to bear their own costs.

May 28, 1992.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 17 जून 1992

का आ 1851—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लक्ष्मी कमर्शियल बैंक लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिक्रिया, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17 जून, 1992 को प्राप्त हुआ था।

संख्या एन-12012/13/84-डी-IV (ए)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 17th June, 1992

S.O. 1851—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Lakshmi Commercial Bank Limited and their workmen, which was received by the Central Government on 17-6-92.

[No. L-12012/13/84 D-IV(A)]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

LD. No. 74/84

In the matter of dispute between:  
Shri Sunder Lal S/o Sh. Hirdaya Ram,  
c/o Jagdish Prasad, Lakshmi Commercial Bank,  
Saharanpur Road, Dehradun-248001.

Versus

The Chairman  
Lakshmi Commercial Bank Limited,  
H-Block Cannought Place,  
New Delhi.

APPEARANCES : Shri A. G. Gulati—for the workman.

Shri N. C. Sikri—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/13/84D-IV(A) dated 22nd October

1984 has referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the management of Lakshmi Commercial Bank Limited, New Delhi in relation to their Mehrauli Branch, New Delhi in terminating the services of Shri Sunder Lal, Peon in the month of June, 1980 is justified - If not, to what relief is the workman concerned entitled?"

2. The workman in his statement of claim alleged that he was appointed in Laxmi Commercial Bank, Branch Mehrauli, New Delhi on 6-7-79 as peon. He joined his duties on the same day and worked with the same branch upto 24-6-80. He was not paid the wages even for a day. The Branch Manager Mehrauli who appointed the workman had written many letters to the Chairman and other authorities for payment of wages and had always been assuring the workman to work with the branch and payment of the wages would be made at an early date and he would be made permanent. On the assurance of the branch manager and Regional Manager of the Region the workman worked without wages. Whenever the Regional Manager visited the branch the workman represented for the wages and for his permanency. He also represented the matter to the Personnel Department and was always assured for early payment of his wages. Services of the workman were terminated orally on 24-6-80 and he was relieved of his duties. Even after the said date no payment has been made to him inspite of representations. The termination of the services were illegal against all canons of natural justice. Hence he deserves to be reinstated with continuity of service and full back wages from the date of his illegal termination.

3. The Management of the Canara Bank with whom the erstwhile Laxmi Commercial Bank was amalgamated in its written statement alleged that the contents of the claim filed by the workman was wrong and false. The erstwhile Laxmi Commercial bank was amalgamated with the answering bank pursuant to the Scheme of Amalgamation as published in the Extra-ordinary Gazette of Government of India dt. 23-8-85 part II Section 3. As such there was obligation of the answering bank vis-a-vis the claim as per said scheme of amalgamation. The bank, however, took some legal/preliminary objections in which it was alleged that it was bound only by the terms of the scheme of Amalgamation. The applicant was engaged by the erstwhile Laxmi Commercial Bank limited purely as part time water boy for the two months in August and September, 79 whereafter he was engaged purely on the temporary basis by the said Laxmi Commercial Bank Limited as a Peon on leave arrangement and as such his engagement as a casual/temporary worker and had worked only for 48 days in all. He had no legal right to ask for permanent absorption with the erstwhile LCB Ltd. His appointment came to an end by efflux of time which was validly and right done. The erstwhile LCB Limited like other banking institutions was governed by Sastri Award as modified by Desai Award and subsequent settlements by which the engagement of such temporary employees to meet the exigencies are duly permitted. The claim of the workman was not maintainable and was bad in law and so the reference by the appropriate government, Sub-section (bb) in section 2(oo) of the I.D. Act has been recently inserted where it has been provided that any appointment/engagement made for fixed duration does not carry any legal right even after retrenchment. In the instant case the workman had worked for a period of 48 days and that too intermittently in leave arrangement and as such the reference was not sustainable.

4. In para-wise reply it was again reiterated that the claimant was engaged as a temporary water boy for 2 months and with fixed wages @Rs. 150 PM which he accepted without protest it was seasonal assignment. Thereafter at his own request he was engaged purely on temporary basis in leave arrangement as Peon for the following periods:

"25-10-1979 to 1-11-1979	— 8 days
7-1-1980 to 23-1-1980	— 17 days
7-4-1980 to 15-4-1980	— 9 days
23-4-80 to 6-5-1980	— 14 days
	<hr/> 48 days

He thus worked for 48 days in all and that too in leave arrangement. The erstwhile LCB Limited has already clarified its position dated 10-3-83 to ALC (C) New Delhi. The question of making any payment to the workman did not arise, as he has already been paid for the period for which he has worked. His last temporary assignment was from 23-4-80 to 6-5-80 which was rightly paid off at the appropriate time. There was no violation of any principle of natural justice nor any claim of the workman was rejected by the management. The workman ceased to be in the employment of the erstwhile LCB Ltd. and so according to the scheme of amalgamation he could not be taken in the assignment of the Canara Bank in which erstwhile Laxmi Commercial Bank was amalgamated.

5. The Management examined Shri B. M. Prashar Accountant MW-1 while the workman appeared as WW-1 in support of their case.

6. I have heard representative for the parties and have gone through the record.

7. The representative for the management has urged that according to the statement of account Ex. W-14 taken from the books of account of the bank kept in ordinary course of business, duly certified by the bank in the Banker's Book Evidence Act. He was paid according to these Books of Account on every occasion whenever his turn came to an end by efflux of time. He had been accepting the same without any protest and the last payment was received by him on 6-5-80 for the period from 23-4-80 to 6-4-80 amounting to Rs. 210.37 p. He has thus been paid and settled off in May, 1980 and his claim was fully now an after thought, and much belatedly say after 2½ years. Shri B. M. Prashar the then Accountant of the branch has filed a duly attested affidavit and documents Ex. M-1 to M-5. The amalgamation of the two banks took place w.e.f. 24-8-85. There was no legal obligation on the part of the Canara Bank to absorb and/or take the claimant in its employment, as he was not in the employment of LCB Limited on the date of amalgamation. The workman has himself admitted that he worked upto 24-6-80 on which date his services were terminated. The claim/contention and allegations of the claimant were contrary to the documentary evidence. In the statement of claim he has alleged that he was assured by the branch/Regional Manager whereas in his affidavit he has alleged that he was assured by Shri B. L. Khanna, the then Chairman of the erstwhile L.C.B. Limited. His contention being inconsistent and untenable, the claimant has tried to mislead the alleged communication dated 19-3-80 Ex. W-15/W-1 purported to have been initialled not fully signed by the then Branch Manager, which is obviously wrong and contrary to the then Branch Manager's letter dated 12-2-83. The representative further urged that the claimant tried to summon voucher of the bank by which he was paid for the casual assignments when factually he was not employed by the work and was working in his personal capacity with the then branch Manager as domestic servant which stands fortified by the documentary evidence i.e. statement of the saving bank account with LCB Ex. W-14. His account was introduced by the then Branch Manager Shri C. K. Dhawan. He had come from his home Dehradun and before his engagement with erstwhile LCB Ltd. he used to receive the money from Dehradun which has been supported by the statement of account Ex. W-14. He made no written application and had been making only oral request. Shri Dhawan the then branch Manager has also in Annexure M-III stated that the claimant has only worked for 48 days as temporary peon for the management. There is nothing on record to suggest that the workman has been employed on temporary basis and his services were illegally terminated.

8. The representative for the workman on the other hand has urged that the appointment of the workman at the verbal approval of Shri B. L. Khanna the then Chairman of LCB Ltd. who happened to be in the branch office on its opening day. He has alleged that the letter dated 19-3-80 written by the branch manager to the Chairman vide branch office Mehrauli letter No. 460/80 Ex. W-15 corroborates that he worked as temporary peon w.e.f. 6-7-79 to 24-6-80. His work and conduct was found to be satisfactory by the branch office Mehrauli and the letter was accompanied by the application of the applicant

requesting for regularisation. The workman had vide application dated 31-7-87 and dated 12-11-86 requested for production of some documents but all the documents were not produced nor the vouchers between the period July, 79 to June, 89. Letter dated 19-3-80 was the very basis which confirms to the very appointment of the claimant as Peon. The attendance register has not been produced and all these factor show that the management had been unfair and had been with-holding this record because if produced it would have gone against them. The petitioner never worked as water boy during September, 79 as alleged as the management has not shown any letter of appointment of the claimant requesting for such employment. The duty of the water boy was only to serve water to the staff and customers but not to go for the clearing house and to other banks for taking clearing cheques worth lacs of rupees and his charging such heavy responsibility and functions. It has further been urged that the claimant never worked as stop gap arrangement as alleged by the management nor against any leave vacancy. Termination of the workman was without any reason, without notice, and without any wages/salary for the entire period. Keeping in view all the circumstances of this case the workman was entitled to re-instatement with continuity of service and full back wages and also costs of this litigation.

9. A careful perusal of the points urged by the representative for the parties leads me to the conclusion that the workman worked in leave arrangement on temporary basis from 25-10-79 to 6-5-80 as was clear from document Ex. M-3 for a total period of 48 days. From the evidence of the parties it appears that the workman had been working or coming to the bank on the assurance of the branch manager for absorption on regular basis which he was not competent to do. According to the statement of account Ex. W-14 which was opened while the workman was working as a domestic servant of Mr. Dhawan and later on engaged as water boy in leave arrangement clearly establishes that he was not employed in the bank on regular basis or in such capacity on the basis of which his service could be regularised now. The letter dated 19-3-80 written on the letter head of the erstwhile LCB Limited without bearing full signatures of the alleged manager cannot be relied upon. Shri G. K. Dhawan the then manager was placed under suspension by the erstwhile LCB Ltd. and was one of the 76 employees whose services were excluded from the transferee bank i.e. answering bank in pursuance to the scheme of amalgamation. Shri Dhawan was placed under suspension and departmental proceedings initiated as per orders of the Hon'ble Supreme Court. Shri Dhawan was disgruntled employee. The workman was engaged temporarily and was settled of as such in terms of the oral arrangements which has been duly acted upon between the parties and the claimant had accepted without any protest the amount becoming due to him.

10. In the statement of claim the workman alleged that he was appointed by the branch manager and there was assurance by the Regional Manager in respect of his employment. This was denied in the written statement and the workman thereafter contended the different story that the alleged assurance was by Mr. Khurana the then Chairman of the erstwhile LCB. The LCB circulars dated 27-4-82 and 2-4-81 clearly show that the branch manager had no power to make any appointment. The settlement dated 15-3-80 was in force till the take over of the erstwhile LCB Limited by the answering respondent bank. Where service conditions are fortified in the form of settlement etc. no oral assurance of any officer was valid which was contrary to any rule or selection procedure. Thus the workman was appointed in leave vacancy arrangement for fixed duration and settled off pursuant to oral arrangement. The employment also comes to an end by efflux of time. In view of these points I am of the definite opinion that the case of the workman was not established. He was not appointed in a regular manner and no illegality was committed by the management in terminating his service which call for any interference by this Tribunal to give him any relief. The action of the management, therefore, in my opinion was fully justified. Parties are left to bear their own costs.

Dated : June 1, 1992.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 17 जून, 1992

का आ 1852 —आयोगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ अमेरिका के प्रबन्धन के संबंध में उनके कर्मचारियों व उनके अनुबन्ध में निदित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पक्षों को प्रस्तुत करता है, जो केन्द्रीय सरकार को 17 जून, 1992 का प्राप्त हुआ था।

[सूचना एन-12012/28/89-आई आर (प. I)]

राजा लाल, डस्क अधिकारी

New Delhi, the 17th June, 1992

S.C. 1852.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of America and their workmen, which was received by the Central Government on the 17-6-92.

[No L-12012/28/89-IR(Bank I)]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 96/89

In the matter of dispute between :

Shri K Jagannathan, Special Assistant through the General Secretary, Bank of America Staff Union, 3062, Kalyan Singh Street, Mori Gate, Delhi-110006.

Versus

The Assistant Vice President, Bank of America, Hansalaya Building, Barakhamba Road, New Delhi-110001.

#### APPEARANCES :

Workman—in person.

Shri Dinesh Agnani—for the management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/28/89-IR(Bank-I) dated 3-10-89 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Bank of America, New Delhi in not promoting Shri K. Jagannathan, Special Assistant to the Supervisory cadre while S/Shri Avtar Monga, Ashish Rekhy and Ms. Yasmin Kattuk though junior were promoted, was justified ? If not to what relief the workmen is entitled to ?”

2 Shri K. Jagannathan, the workman in this case made statement on 20-5-92 that he wanted to withdraw the case because matter has been settled and there was no dispute left. In view of this situation no dispute exist between the parties now and a No Dispute award is passed in this case. The parties to bear their own costs.

27th May, 1992

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 18 जून 1992

का.आ.1853--ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट्स के प्रवर्तन के समर्थ निरीक्षण और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधीकरण, व श्रम न्यायालय जबलपुर के पंचपट का प्रकाशित करती है, जो केन्द्रीय सरकार को 18 जून, 1992 का प्राप्त हुआ था।

[संख्या एन 12012/258/89-आई आर (बी-3)]  
राजा लाल, डेस्क अधिकारी

New Delhi, the 18th June, 1992

S.O. 1853.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-Cum-Labour Court, Jabal Pur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 18-6-1992.

[No. L-12012/258/89-IR(B.3)]  
RAJA LAL, Desk Officer

## ANNEXURE

BEFORE HON'BLE SHRI V.N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR(M.P.)  
CASE NO. CGIT[L:C(R)(73)]1990

## PARTIES :

Employers in relation to the management of State Bank of India, Zonal Office, Civil Centre, Marhatal, Jabalpur (M.P.) and their workman, Shri Subhash Kumar Purohit House No. 799, Gali No. 4, Bai Ka Bagicha, Jabalpur (M.P.).

## APPEARANCES :

For Workman—Shri D. P. Tiwari.

For Management—Shri K.N. Srivastava.

INDUSTRY : Banking DISTRICT : Jabalpur(M.P.)

## AWARD

Dated, the 13th May, 1992

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12012/258/89-IR(B-3) Dated 22-2-1990, for adjudication of the following dispute :—

## SCHEDULE

“Whether the action of the management of State Bank of India in respect of the Civil Lines Branch, Jabalpur in terminating the services of Shri Subhash Kumar Purohit, Messenger w.e.f. 16-1-89 and not giving him the benefit for permanent appointment in Bank's services is legal and justified. If not, to what relief the workman concerned is entitled.”

2. Facts leading to this case are that Shri Subhash Kumar Purohit was employed in the State Bank of India, Zonal Office, Civil Centre, Marhatal, Jabalpur on daily wages and worked for 24-7-85 to 16-1-1989 with interruption. His services were terminated with effect from 16-1-1989. The appointment was oral.

3. The workman says that his terms and conditions of service were not determined. He was governed by the provisions of Sastry Award as modified by the Desai Award and Bipartite Agreements etc. He was appointed temporary. His services were abruptly terminated and a fresh candidate was appointed viz Shri Ashok Kumar Gupta. Provisions of Sec. 25F of the I.D. Act have not been complied with by the management while terminating his services. He has worked

as a Messenger which is work of a permanent nature. He has been paid less wages than to which he was entitled. He is, therefore, entitled to be reinstated with all back wages and other benefits.

4. The Management says that he was employed as casual labour on daily wages on the following days :—

1. 9-4-1986 to 5-5-1986—27 days.

2. 16-10-86 to 16-1-87—90 days.

3. 15-4-88 to 25-5-88—41 days.

4. 26-12-88 to 16-1-89—22 days.

5. He was put off on 16-1-1989. He did not work for the minimum period of 240 days during the preceding year of his termination. Prior to this he was engaged on daily wages in the canteen as a Canteen Boy for the following days :—

1. 9-8-85 to 17-8-85 —9 days

2. 18-8-85 to 28-8-85 —11 days

3. 29-8-85 to 31-8-85 —3 days

4. 1-9-85 to 10-9-85 —10 days

5. 16-9-85 to 25-9-85 —10 days

6. 26-9-85 to 30-9-85 —05 days

7. 1-10-85 to 6-10-85 —06 days

8. 9-10-85 to 15-10-85 —07 days

9. 16-10-85 to 31-10-85 —16 days

10. 1-11-85 to 9-11-85 —09 days

11. 10-11-85 to 29-11-85 —20 days

Total 106 days.

The workman was never employed temporarily. He was intermittently employed for a total period of 180 days during 9-4-85 to 16-1-1989. When he was working as a Canteen boy he was paid wages applicable to a Canteen boy. The alleged Settlements or Awards do not apply to the workman concerned. He was not entitled to notice or notice pay or compensation since he was employed on contract basis and there being no violation of any law. Therefore he is not entitled to be reinstated and the reference is liable to be rejected.

6. Reference was the issue in this case.

## FINDINGS :

7. The workman has proved 13 documents, Ex.W/1 to Ex.W/13 and has examined witnesses, Subhash Kumar Purohit as W.W.1, Munna Lal Kewat as W.W.2, Gulab Singh as W.W.3 and Dwarika Prasad as W.W.4. Management on its part proved documents Ex.M/1 to Ex.M/8.

8. Obviously the workman has not questioned the statement given by the management of the days during which the workman was in the employment of the management. Obviously he was a very casual employee who worked for 106 days in the year 1985 and 180 days from 9-4-1986 to 16-1-1989. Thus there was a long gap and obviously his services were as and when services required and it cannot be said that there was any artificial break in his service.

9. Thus this cannot be said to be a case of violation of Sec.25-F of the I.D. Act.

10. Now the question remains whether one Shri Ashok Kumar Gupta was employed after the termination of the service of the workman. Without referring to various Memos Ex.W/9 to Ex.W/12, Advertisement Ex.W/8 would reveal that there was vacancy for the job of Messenger. I need not

point out that the workman had worked as Messenger though on daily wages as can be gathered not only from the pleadings but also from the evidence on record. Even W.W.1 Subhash Kumar Purohit has admitted that he was on daily wages when he was subsequently appointed (See cross-examination para 6). The workman had complied with the terms of advertisement Ex.W/8 and he did appear in the examination held on 15th November, 1980 as admitted by the workman in para 7 of his deposition. There is no material to show that the workman had failed in the examination. With the long period of service the workman should have been given preference over others in the employment. This can be gathered from the various Memos filed by the workman particularly Ex.W/9 to Ex.W/11. There is nothing adverse against the workman during the service he had from the year 1985 to 1989.

11. Thus the workman, should be considered for appointment as Messenger without any loss of time and the orders be issued within a month from today. He would, however, not be entitled to the benefits of his past services and his appointment should be fresh. Reference is answered accordingly. No order as to costs.

V. N. SHUKLA, Presiding Officer.

नई दिल्ली, 19 जून, 1992

का.प्रा. 1854 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल बैंक फार एग्रिकल्चर एण्ड रूरल डेवेलपमेंट, के प्रबन्धन के समूह निगोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18 जून 1992 को प्राप्त हुआ था।

[संख्या एल-12011/64/89-आई आर (बैंक-1)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 19th June, 1992

S.O. 1854.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of National Bank for Agriculture and Rural Development and their workmen, which was received by the Central Government on the 18-6-92.

[No. L-12011/64/89-IR(Bank-I)]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 62 of 1990

In the matter of dispute between :

Shri K. L. Sharma, C/o Shri M. Shakeel, 1, Abdul Aziz Road, Lucknow.

AND

The General Manager, National Bank for Agriculture & Rural Development 11-M. G Road, Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12011/64/89-I.R. Bank-I dated 9-2-90, has referred the following dispute for adjudication to this Tribunal:

"Whether the General Manager, National Bank for Agriculture and Rural Development, Lucknow is justified in terminating the services of Shri K. L. Sharma w.e.f. 31-5-1984 in violation of Sections 25-F, G and H of the Industrial Disputes Act, 1947? If not, what relief the workman is entitled to?"

2. In the instant case 1-4-92 was the date for filing of affidavit evidence on behalf of the workman. On 1-4-92, Sri M. Shakeel moved an application for time but the same was rejected on the ground that the appearance of Sri Shakeel was debarred by the Tribunal by means of its order dated 5-6-91.

3. Since none appeared from the side of the workman nor the workman filed his affidavit evidence in support of his claim despite availing of sufficient opportunity it, therefore, appears that the workman is no longer interested in prosecuting his case.

4. Therefore, in view of the facts and circumstances stated above a no claim award is given in the case against the workman.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 19 जून, 1992

का.प्रा. 1855 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल बैंक फार एग्रिकल्चर एण्ड रूरल डेवेलपमेंट के प्रबन्धन के समूह निगोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, व श्रम न्यायालय कानपुर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 18-6-92 को प्राप्त हुआ था।

[संख्या एल-12011/42/88-आई आर (बैंक-1)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 19th June, 1992

S.O. 1855.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of National Bank for Agriculture and Rural Development and their workmen which was received by the Central Government on the 18-6-92.

[No. L-12011/42/88-IR (Bank-I)]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 164 of 1989

In the matter of dispute between :

Sri Suresh Kumar C/o Sri M. Shakeel, 1, Abdul Aziz Road, Lucknow.

AND

The General Manager, National Bank for Agriculture & Rural Development 11-M G Road, Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour vide its notification No L-12011/42/88-I.R. Bank-I dated 19-7-89,

has referred the following dispute for adjudication to this Tribunal:

Whether the General Manager, National Bank for Agriculture and Rural Development, Lucknow was justified in terminating the services of Sri Surash Kumar w.e.f. 24-3-85 in violation of Sections 25F, G and H of the I.D Act 1947? If not, to what relief the workman was entitled?

2. In the instant case the first date was fixed for the cross examination of the workman on 5-8-91 Sri M. Shakeel was present on 5-8-91. Thereafter dates 1-10-91, 25-11-91, 20-12-91, 13-2-92 was fixed for cross examination of the workman. On 1-4-92 when the case was taken up none appeared from the side of the workman nor the workman himself put his appearance before the Tribunal for his cross examination.

3. It, therefore, appears from the facts and circumstances case that neither the workman nor his authorised representative is interested any more in prosecuting the present dispute.

4. Hence, a no claim award is given against the workman in view of the facts and circumstances stated, above.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 19 जून, 1992

का.प्र. 1856.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल बैंक फार एग्रीकल्चर एण्ड रूरल डिवेलपमेंट के प्रबन्धन के संज्ञक नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण या श्रम न्यायालय, कानपुर के पक्षपट्ट का प्रकाशित करती है, जो केन्द्रीय सरकार को 18-6-92 को प्राप्त हुआ था।

[संख्या एल-12011/63/89-आईआर (बी 1)]  
राजा लाल, डेस्क अधिकारी

New Delhi, the 19th June, 1992

S.O. 1856.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of National Bank for Agriculture and Rural Development and their workmen which was received by the Central Government on the 18-6-92.

[No. 12011/63/89-IR.(B-I)]  
RAJALAL, Desk Officer

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 64 of 1990

In the matter of dispute between :

Sri Shanker Sahai, C/o Sri M. Shakeel, 1, Abdul Aziz Road, Lucknow.

AND

The General Manager, National Bank for Agriculture & Rural Development 11-M. G Road, Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/63/89-IR(B-I) dated 8-2-90 has

referred the following dispute for adjudication to this Tribunal:

Whether the General Manager National Bank for Agriculture and Rural Development Lucknow is justified in terminating the services of Sri Shanker Sahai w.e.f. 31-5-84, in violation of section 25-F, G and H of the Industrial Disputes Act, 1947? If not to what relief the workman is entitled?

2. In the instant case 1-4-92 was the date for filing of affidavit evidence on behalf of the workman. On 1-4-92, Sri M. Shakeel moved an application for time but the same was rejected on the ground that the appearance of Sri Shakeel was debarred by the Tribunal by means of its order dated 5-6-91.

3. Since none appeared from the side of the workman nor the workman filed his affidavit evidence in support of his claim despite availing of sufficient opportunity it, therefore, appears that the workman is no longer interested in prosecuting his case.

4. Therefore, in view of the facts and circumstances stated above a no claim award is given in the case against the workman.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 23 जून, 1992

का.प्र. 1857.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल कोलियरी आईबी वैली एरिया साउथ ईस्टर्न कोलफील्ड्स लि. के प्रबन्धन के संज्ञक नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पक्षपट्ट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-6-91 को प्राप्त हुआ था।

[संख्या एल-24012/158/87-डी-IV (बी)]  
राजा लाल, डेस्क अधिकारी

New Delhi, the 23rd June, 1992

S.O. 1857.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Orient Colliery IB Valley Area, South Eastern Coalfields Ltd. and their workmen which was received by the Central Government on the 10th June, 1992.

[No. L-24012/158/87-D-IV(B)]  
RAJA LAL, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR  
PRESENT :

Sri R. K. Dash, LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 7 OF 1988 (CENTRAL)

Dated, Bhubaneswar, the 4th day of June, 1992

BETWEEN

The management of Orient Colliery,  
Ib Valley Area, South Eastern Coalfields Ltd.,  
P.O. Brajrajnagar, District Sambalpur.

...First Party—management.

## AND

Their workman Sri Bachan Ram Chourasia, represented through Rashtriya Koyala Khadan Mazdoor Sangha, Nagpur Branch Orient Colliery, P.O. Brajrajnagar, District Sambalpur.

...Second Party—workman.

## APPEARANCES :

Sri D. Misra, Advocate—For the 1st Party—Management.  
Sri S. K. Patnaik, Advocate—For the second party—workman.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their order No. L-24012(158)/87-D.IV(B) dated 2nd March, 1988 have referred the following dispute for adjudication by this Tribunal :—

"Whether the action of the Management of Orient Colliery, Ib Valley Area of South Eastern Coalfields Ltd., P.O. Brajrajnagar, District Sambalpur (Orissa) in not promoting Sri Bachan Ram Chourasia, Typist in Clerical Gr. I when persons juniors to him have been promoted is justified? If not, to what relief the workman concerned is entitled?"

2. The case of the workman may briefly be stated as follows :—

The workman having requisite qualification was given appointment as a Typist under the Clerk Category Grade-II on 22nd March, 1960 by the Management of Orient Colliery. Since then he worked both as a Typist as well as a Clerk till 1973 when Orient Colliery was taken over by the South Eastern Coalfields Ltd. At the time of taking over, the clerical staff by virtue of an agreement dated 11th December, 1974 were put under four categories, namely, Special Grade, Grade-I, Grade-II and Grade-III. The workman being one of the members of the Clerical Staff was put under Grade-II. Clerical Grade-I is a promotional post from Grade-II. Since the date of his joining in the service the workman was never considered by the management to be promoted to higher grade. He worked throughout with utmost sincerity and to the satisfaction of his employer. To his knowledge there is no adverse entry to his credit in his character roll. Persons junior to him though have been promoted to higher grade but for no reason, the management withheld his promotion. It is specifically pleaded that M. S. Parida and U. K. Meher who joined their services in 1961 and 1963 respectively as Assistant Store Keeper and Asstt. P.F. Clerk, which posts are under Clerical Grade-II have been promoted to Grade-I Clerks since 1978.

In 1982 a cadre scheme for ministerial staff was formulated wherein it is stated that a Clerk in Grade-II having three years experience is eligible for promotion to Grade-I Clerk and requisite qualification for the posts of Clerical Cadre from Grade-III to Grade-I, Special Grade and office Superintendent is matriculation which is possessed by the workman. The reason for not considering his case for promotion was never communicated to him. Non-consideration of his promotion while promoting his juniors to higher grade amounts to unfair labour practice and victimisation. A dispute, therefore, was raised which was admitted to conciliation. Before the Conciliating Officer it was stated on behalf of the management that the workman being found fit was considered to be promoted to Grade-I Clerk in the D.P.C. held in 1985 but he was not so found in 1984. It is, therefore, clear that his case was not considered for promotion till 1984. In the premises it is urged by the workman that when juniors to him have been promoted to higher ranks, such promotional benefit should have been extended to him.

3. The case of the management, on the other hand, is that before nationalisation of the coal mines there were three categories of ministerial posts, namely, Grade-I, Grade-II and Grade-III. Post of a Stenographer was a promotional post from a Typist. During private management of the coal mines

Typists had been given promotion as Stenographers. After the coal mines was taken over the same pattern of the ministerial staff continued for a considerable period as was prevalent during the private management. In 1984 a cadre scheme of the ministerial staff was formulated. Under the said scheme it is provided that the post of a Stenographer is to be treated as a Clerical Grade-I and the requisite qualifications for filling up the said post is matriculation or equivalent examination with 80 words per minute in short hand and 40 words per minute in typing. It is further stipulated that the said post is to be filled up by way of promotion and the mode of promotion is by way of selection by the departmental promotion committee. Moreover, the post of a Stenographer in Clerical Grade-I is under the Secretariate Cadre. There is another cadre scheme in the ministerial staff which is known as General Clerical Cadre. The case of the workman for giving promotion was considered in 1984 by the D.P.C. but his performance being found poor he was considered unsuitable for which he was not selected to the post of General Clerical Cadre. As the workman has no knowledge in shorthand his case was not considered for promotion but however, he being an old employee the management wanted to adjust him in General Clerical Cadre but he was not found fit by the promotional committee. At least in 1986 the Promotional Committee decided to promote him to Clerical Grade-I with effect from 1st January, 1986 and accordingly, he was given promotion but he refused to accept it.

With regard to the two employees, namely, M. S. Parida and U. K. Meher who according to the workman have been given promotion without considering his case, it is urged by the management that the aforesaid two employees held two separate posts whereas the workman held the post of a Typist. In view of what has been stated above, the management prays that the workman being not entitled to any relief the reference should be answered against him.

4. In view of the pleadings of the parties, the sole question for consideration is as to whether the workman should have been given promotion prior to M. S. Parida and U. K. Meher who had been promoted to Grade-I in 1978.

5. The plea of the management as borne out from the written statement is that because the workman does not possess requisite knowledge in stenography his case was not considered for promotion to the post of a Stenographer which falls under Grade-I category.

6. To prove that the management has illegally and arbitrarily withheld his promotion, the workman has examined him alone and proved certain documents. The management, on the other hand without leading any oral evidence has exhibited certain documents.

7. From the National Coal Wage Board Agreement of the year 1972, marked Ext. 1, it transpires that the Clerical staff were placed in four categories, namely, Special Grade, Grade-I, Grade-II and Grade-III. There was no separate grade for the Typists. Under the National Coal Wage Board Agreement No. III of the year 1984, Ext. C, separate cadre schemes for ministerial staff, secretariate cadre and cash personnel had been formulated. A Typist comes under both Secretariate as well as Ministerial/Clerical cadre. A Typist working in Secretariate cadre falls under the Clerical Grade-I. For entitlement of such promotional benefit, a Typist must have three years experience as a Typist. In so far as the minimum qualification for the Typist is concerned, one should be a matriculate and further he should have knowledge in typing. For a Stenographer the educational qualification is the same as that of a Typist but however, he should have knowledge in short hand with speed of 80 words per minute and typing with speed of 40 words per minute. On the other hand, a typist who is placed under the ministerial/clerical cadre comes under Grade-II Clerk. In the foot note of Ext 7 it is mentioned that a Typist in Grade-II on option can be brought under either in the Cadre scheme for ministerial staff or in the Secretariate cadre provided he possesses the prescribed stenography qualification. From this, it is quite clear that only when a Typist has qualification in short hand in that case he can grow in the Secretariate cadre or else he is to come under the cadre scheme meant for the ministerial staff. In the present case, the bone of contention of the management is that as because the workman had no knowledge in short hand his case was not considered for giving promotion to Stenographer

which is under Category No. I of the Secretariate cadre. In view of the foot note referred to above, the contention of the management, as aforesaid, can not be accepted. As the workman had no knowledge in short hand he should have been brought under the cadre scheme of the ministerial staff and his case should have been considered for promotion but on a wrong notion the management denied him his legitimate right. Admittedly, M. S. Parida and U. K. Meher are junior to the workman in service. From the xerox copy of the gradation list, Ext. 9 it is borne out that M. S. Parida was first appointed on 1st July, 1961 and Sri U. K. Meher on 10th July, 1963 whereas the workman joined service on 22nd March, 1960 (see gradation list Ext. 8).

As deposed to by the workman, after nationalisation of the coal mines there was promotion of Clerks from Grade-II in 1978 in which year both S. Parida and Meher were promoted as Grade-I Clerks. In the year 1983 also both of them were promoted to the Special Grade. While giving promotion to these two persons, the management did not assign any reason as to why it did not consider the case of the workman. There is also no document to show that the workman had any adverse remarks to his credit in the character roll. The gradation list, Ext. 9, indicates that Sri Meher was promoted to Clerical grade I on 10-3-78 and to Special Grade on 19-7-83. Only in 1984 the management appears to have considered the case of the workman for promotion but he was not promoted as because his performance from 1981 to 1984 was said to be poor as mentioned in the D.P.C. note, Ext. A. If at all, the remarks as aforesaid regarding his performance is true, before the same was taken into consideration the management ought to have intimated him to show cause as to why the same should not be treated as his inefficiency for promotion. Without doing so, the management illegally and arbitrarily withheld his promotion and promoted his juniors to higher posts. The

authority should keep in mind the basic principle of law that one should not be condemned of his act without giving him an opportunity of being heard.

In the year 1986 the promotional committee taking into consideration of the services of the workman for long 25 years and his satisfactory performance of duty recommended his name for promotion. The management accordingly gave him promotion but the workman refused to accept it for the reason that he was denied of promotion since 1978 when his juniors were promoted. In my opinion, the workman has rightly refused to accept such promotion as because for no fault of his own the management has done grave injustice to him.

8. In view of my discussions made above, I am inclined to hold that denial of promotional benefit to the workman is illegal and unjustified. He should be given promotion to Clerical Grade-I before his juniors, namely, M.S. Parida and U.K. Meher were given promotion. Furthermore, he should be given another promotion to Special Grade before the aforementioned two employees got promotion to special grade. The name of the workman should be kept above the aforesaid two employees in the gradation list and he should be paid all back wages as a Clerk Grade-I and special grade. The back wages he paid within three months from the date of publication of the Award.

The reference is answered accordingly.  
Dictated & corrected by me.

R. K. DASH, Presiding Officer  
Industrial Tribunal.  
Dt. 04 06-92.

